

COUNTY OF PLACER  
DEPARTMENT OF PUBLIC WORKS

BOOK 1 OF 1

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

FOR

**2020 HOT MIX ASPHALT OVERLAY**

LOCATED AT

VARIOUS LOCATIONS IN PLACER COUNTY

CONTRACT NO. 1252, BID NO. 20###, PROJECT NO. PJ00959



**BID OPENING – Friday, June 05, 2020 at 11:00 A.M.**

FOR USE IN CONNECTION WITH 2015 CALTRANS STANDARD SPECIFICATIONS, AND CURRENT LABOR SURCHARGE AND EQUIPMENT RATES OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE PLACER COUNTY GENERAL SPECIFICATIONS DATED APRIL 2016 INsofar AS THE SAME MAY APPLY AND IN ACCORDANCE WITH THE SPECIAL PROVISIONS.



The Special Provisions contained herein have been prepared by or under the direction of the following Registered Person.



*Kevin D. Taber*

**KEVIN D. TABER, P.E.  
ENGINEERING MANAGER**

This book has been prepared to print double sided.

**PLACER COUNTY 2020 SURFACE TREATMENT  
CONTRACT NO. 1252**

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COUNTY OF PLACERDEPARTMENT OF PUBLIC WORKS

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**NOTICE TO BIDDERS**

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**CONTRACT NO. 1252**

NOTICE IS HEREBY GIVEN that bids will be received by the County of Placer herein referred to as “County,” at the Office of Procurement Service, located at 2964 Richardson Drive, Auburn CA 95603 prior to **11:00:00 AM on Friday, June 05, 2020**, for furnishing all labor, material, tax, transportation, equipment, and services necessary for **PLACER COUNTY 2020 SURFACE TREATMENT**, Contract No. 001252, BID NO. **20###**, Project PJ00959 (the “Work”). Bids will be opened at tabulated at said location immediately after said date and time. Any bids received after the time specified shall be returned unopened.

- 1) Description of work: The work consists generally of hot mix asphalt overlay and associated items on approximately 8.5 miles of County roads located in western and eastern Placer County, as specified with the project specifications. Bid documentation includes an additive alternate of 3.0 miles of Auburn-Folsom Road located in Western Placer County. Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be based upon Entire Proposal Total. The Engineer’s Estimate for this project is **\$4,300,000**. The number of working days for this project is **35**.
- 2) Obtaining Contract Documents: Official copies of the Contract Documents for bidding may be downloaded free of charge at the following link: <https://placer.bidsandtenders.net>. Questions regarding the work or the contract documents shall be submitted online on the bids&tenders™ website.
- 3) Pre-bid Conference: A pre-bid job walk for informational purposes will be held on **DDD, MMM DD, YYYY at HH:MM A/PM at 2964 Richardson Drive, Auburn CA 95603 at the Procurement Services office to acquaint bidders with the County’s new bids&tenders™ online bidding platform. The site job walk will follow at HH:MM A/PM at LOCATION. Bidders are encouraged to attend the pre-bid conference. For the purposes of bidding on the Contract, bidders will be considered to be on notice of any and all information discussed at said conference regardless of attendance.**
- 4) Construction License: The successful bidder must possess at all times a valid California Class “A” license from the State of California or a combination of classes, C-8 Concrete Contractor, C-12 Earthwork and Paving Contractor, C-13 Fencing Contractor, C-27 Landscape Contractor, C-31 Construction Zone Traffic Control Contractor, C-32 Parking and Highway Improvement Contractor, C-34 Pipeline Contractor, C-50 Reinforcing Steel Contractor, D-42 Sign Installation Contractor, D-56 Trenching Contractor, D-59 Hydroseed Spraying Contractor, D-63 Construction Cleanup Contractor, and all other classes required by the categories and types of work included in this contract at the time of the bid award, and the license(s) shall remain in effect throughout the term of the Contract.
- 5) Proposal Guarantee: See “Security Instructions” section of this bid in bids&tenders™ website for Bid Security Requirements.

- 6) Submission of Proposals: Bids must be received by the County prior to the hour and date of the bid opening. Bids shall be submitted to the bids&tenders™ website. Bids shall be made upon the form(s) provided in the bid documents. No bidder may withdraw its bid for a period of sixty (60) days after the time set for the opening of the bids.
- 7) Prevailing Wages: The Work is subject to the payment of not less than prevailing wages under Labor Code Section 1770 et seq. Bidders are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the Work under the contract which will be awarded to the successful bidder. Copies are on file with and available upon request from the Department of Facility Services or at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Bidders are further notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmu/cmu.html>. No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial relations pursuant to Labor Code section 1725.5. Contractor agrees to comply with all related provisions of the Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime. Failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker. Failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation. Failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.
- 8) Award: The Contract, if it is awarded, shall be awarded to the lowest responsible bidder whose proposal complies with the specified requirements. The award of Contract will be made by the Board of Supervisors. The Contractor shall execute and return the Contract, with the required bonds and insurance certificate, within ten (10) calendar days after notice of award.
- 9) Rejection of Bids: The County reserves the right to reject any or all bids. The County reserves the right to waive any minor or immaterial irregularities in the bids.
- 10) Bonds: The successful bidder shall be required to furnish both a payment bond in an amount equal to one hundred percent (100%) of the Contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price on the form set forth in the Contract Documents.
- 11) Substitution of Securities: Bidders are informed that, pursuant to Public Contract Code section 22300, the successful bidder may substitute securities for any monies withheld by the County to insure performance of the Work.

Dated: \_\_\_\_\_

COUNTY OF PLACER  
DEPARTMENT OF PUBLIC WORKS

\_\_\_\_\_  
KEN GREHM, DIRECTOR



**SPECIAL NOTES****GENERAL:**

1. This project references the 2015 Caltrans Standard Specifications and the Hot Mix Asphalt construction guidelines found on the Caltrans website. Production and placing of Hot Mix Asphalt (HMA) shall conform to the Section 39 of the Standard Specifications and the special provisions contained herein. As of writing, they can be accessed on the Caltrans website here:  
[http://ppmoe.dot.ca.gov/hq/esc/oe/construction\\_contract\\_standards/std\\_specs/2015\\_StdSpecs/2015\\_StdSpecs.pdf](http://ppmoe.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2015_StdSpecs/2015_StdSpecs.pdf)
2. The contractor is responsible to obtain a Caltrans “double permit” for work in Tahoe along Highway 89 and 28. Refer to section 5-1.27 of the special provisions.
3. The contractor is responsible to notify area residents and businesses of pending work. Refer to section 10-1.11 of the special provisions. Notices are to be made no more than three weeks in advance of work, nor less than five days in advance of work.
4. HMA for Tahoe (Dollar Point Subdivision) shall be Aramid Fiber Reinforced Type A ½” Maximum, Medium grading, unless otherwise noted, using PG64-28 Grade Asphalt. RHMA for all other sites shall be ½” Rubberized Hot Mix Asphalt – Gap Graded (RHMA-G) and using PG64-16 Grade Asphalt. RHMA-G shall be placed when the atmospheric temperature is above 65 Degrees Fahrenheit and rising.
5. The construction processes shall be “**Method Compaction**” as defined in section 39-2.01C(15)(b) “Method Compaction.”
6. Utilize an approved Safety EdgeSM system to create a sloped edge profile onto the roadway shoulder, as seen on Detail C, and per section 39-1.14 of these Special Provisions.  
<http://www.fhwa.dot.gov/everydaycounts/technology/safetyedge/specs.cfm>.
7. All HMA thickness shall be as shown on the site maps. All driveways shall conform to Details A & B of Sheet 1 of the Typical Details.
8. All road intersections shall conform to Detail A of Sheet 1 of the Typical Details, except as otherwise shown.
9. Attention is directed to Section “Spreading and Compacting Equipment”, in Section 39-2.01C(2) of the Standard Specifications. **Unless otherwise noted, all equipment requirements (vibratory, static, and pneumatic rollers) shall be strictly adhered to.**
10. Loose or extraneous material shall be removed from the areas to be paved prior to work.
11. Construction joints shall be made on the road centerline and not within a traveled lane unless approved by the Engineer.
12. The Contractor shall contact USA North 811 prior to the start of work. The Contractor shall cooperate with Pacific Bell, Pacific Gas and Electric, Southwest Gas, and other utilities that may be raising their own manholes and utility boxes to grade.
13. The existing A.C. shall be removed by grinding at paving transitions per Details D & E of Sheet 2 of the Typical Details. The contractor is responsible for disposal of all grindings.

14. A.C. overlay shall transition to existing pavement and A.C. dike, as per Details A & B of Sheet 1 of the Typical Details, and Detail C of Sheet 2 of the Typical Details.
15. All pay quantities are English units.
16. The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.
17. Contractor is responsible for placement and maintenance of temporary pavement markings and lane line delineation.

**Tahoe Area Special Notices:**

18. A minimum of three changeable message boards shall be placed in the Dollar Point subdivision, 5 days prior to the start of paving, unless otherwise noted, and shall remain in place through the duration of the paving operation unless otherwise noted.
19. Work in the Tahoe area (bid items 08-13) must be completed after September 7<sup>th</sup>, 2020 (Labor Day).
20. Roads in the Dollar Point subdivision shall receive a 5/16" asphalt rubber chip seal as shown on the location maps. The chip seal is also referred to as a stress absorbing membrane interlayer (SAMI) as specified in section 10-1.12. Contractor shall place tack oil on the new chip seal surface prior to placing HMA.
21. Aramid Fiber reinforced HMA placed on all Tahoe area roads shall be placed in one lift. See section Section 39 of the special provisions for fiber reinforcement requirements. Total average compacted thickness shall be 0.20'.

**Auburn Ravine Road/Overpass:**

22. Work on the Auburn Ravine Road and the Overpass (map page **X**) between Lincoln Way and Bowman Road is a cooperative effort between Caltrans and Placer County maintenance divisions. All work in this area must be completed at night, between 8:00PM and 6:00AM. Traffic Control setup and breakdown may occur ½ hour outside of those work hours.
23. Caltrans maintenance crews will close the I-80 west and eastbound on/off ramps and place appropriate signage on I-80. The contractor may close the overpass entirely but is responsible for placing all other closure and detour signage on County roads. The contractor shall submit a traffic control plan no less than 10 days prior to preconstruction meeting.
24. Work in this area must be staged over several nights. The first order of work will be to remove the existing AC surface by "micro-milling" as specified in section 10-1.10 of the special provisions. The depth of removal shall be 0.15' on the concrete overpass (approximately 906 square yards) and 0.20' below existing lip of gutters or edges of concrete in all other areas.
25. Caltrans will perform the second order of work, which is the installation of new traffic detection loops. This work is expected to take two nights. The contractor shall leave detour signs in place for Caltrans' use during the third order of work.
26. The third order of work will be to place fabric, paving, and place one coat of painted traffic stripes and pavement markings that duplicate pre-existing stripes and markings. This work can be performed in conjunction with paving work on the remaining portion of Auburn-Ravine Road.

27. The final order of work will be to finish paving the remaining portion of Auburn-Ravine Road and place one coat of painted traffic stripes and pavement markings that duplicate pre-existing stripes and markings.

## **BID AWARD**

The Board of Supervisors will award the contract to the lowest responsive and responsible bidder. Bids will be evaluated on the entire proposal amount, which is the combined total of the base bid and the additive alternate. The contract award amount will be the base bid only. At the time of contract award, the Board of Supervisors will authorize the Director of Public Works to issue a contract change order for the additive alternate at a future date if funding allows. If issued, it is anticipated that work will be completed in the Fall of 2020, and additional funding levels will be known in late August 2020.

## **PROTESTS**

Any protest regarding the award of the contract must be submitted pursuant to Section 5.0 of the Placer County Procurement Policy, a copy of which is available at the Placer County website:

<https://www.placer.ca.gov/1416/Procurement-Policy>

**PLACER COUNTY 2020 SURFACE TREATMENT**  
**COPY OF BID ITEM LIST**  
**(NOT TO BE USED FOR BIDDING PURPOSES)**

**BID ITEM LIST**

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY
<b>WESTERN PLACER COUNTY</b>			
01	Traffic Control System	LS	1
02	Cold Plane AC	SY	4,224
03	Paving Fabric and Oil	SY	145,385
04	1/2" RHMA (PG 64-16)	TON	20,587
05	Adjust Manholes	EA	22
06	Adjust Valves / Monuments	EA	60
07	Adjust Drainage Inlets / Com Vaults	EA	24
<b>EASTERN PLACER COUNTY</b>			
08	Traffic Control System	LS	1
09	Cold Plane AC	SY	703
10	1/2" Fiber Reinforced HMA (PG 64-28)	TON	6,016
11	3/8" AR Chip Seal (SAMI)	SY	42,150
12	Adjust Manholes	EA	27
13	Adjust Valves / Monuments	EA	51
<b>AUBURN RAVINE / OVERPASS (Night Work)</b>			
14	Traffic Control System	LS	1
15	Cold Plane AC	SY	5,600
16	Paving Fabric and Oil	SY	4,335
17	1/2" RHMA (PG 64-16)	TON	615
<b>ADDITIVE ALTERNATE</b>			
A1	Traffic Control System	LS	1
A2	Cold Plane AC	SY	806
A3	Paving Fabric and Oil	SY	71,800
A4	1/2" RHMA (PG 64-16)	TON	10,555
A5	Adjust Manholes	EA	12
A6	Adjust Valves / Monuments	EA	42
A7	Adjust Drainage Inlets / Com Vaults	EA	9

## LIST OF ROADS

MAP PAGE	AREA	STREET NAME	BEGINNING	ENDING	APP. LENGTH (FT)	APP. AREA (SQ YD)
#	TAHOE	EDGEWOOD DRIVE	#	#	2,565	#
#	TAHOE	OBSERVATION DRIVE	#	#	4,409	#
#	TAHOE	PANORAMA DRIVE	#	#	2,228	#
#	TAHOE	DOLLAR DRIVE	#	#	664	#
#	AUBURN	AUBURN RAVINE ROAD OVERPASS	#	#	3,000	#
#	NEWCASTLE	AUBURN FOLSOM ROAD	#	#	32,000	#
				SUB-TOTAL LENGTH:	44,866	(FT)
				SUB-TOTAL LENGTH:	8.5	(MI)
				SUB-TOTAL AREA:	#####	(SQ YD)
ADDITIVE ALTERNATE						
#	AUBURN	AUBURN FOLSOM RD	#	#	15,840	#
#	#	#	#	#	#	#
#	#	#	#	#	#	#
#	#	#	#	#	#	#
#	#	#	#	#	#	#
				ADDITIVE ALTERNATE LENGTH:	15,840	(FT)
				ADDITIVE ALTERNATE LENGTH:	3	(MI)
				ADDITIVE ALTERNATE AREA:	#####	(SQ YD)
				TOTAL LENGTH:	#	(FT)
				TOTAL LENGTH:	#	(MI)
				TOTAL AREA:	#####	(SQ YD)

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**MAPS & DETAILS:**

**MAP 01**

**MAP 02**

**MAP 03**



**MAP 04**

**MAP 05**

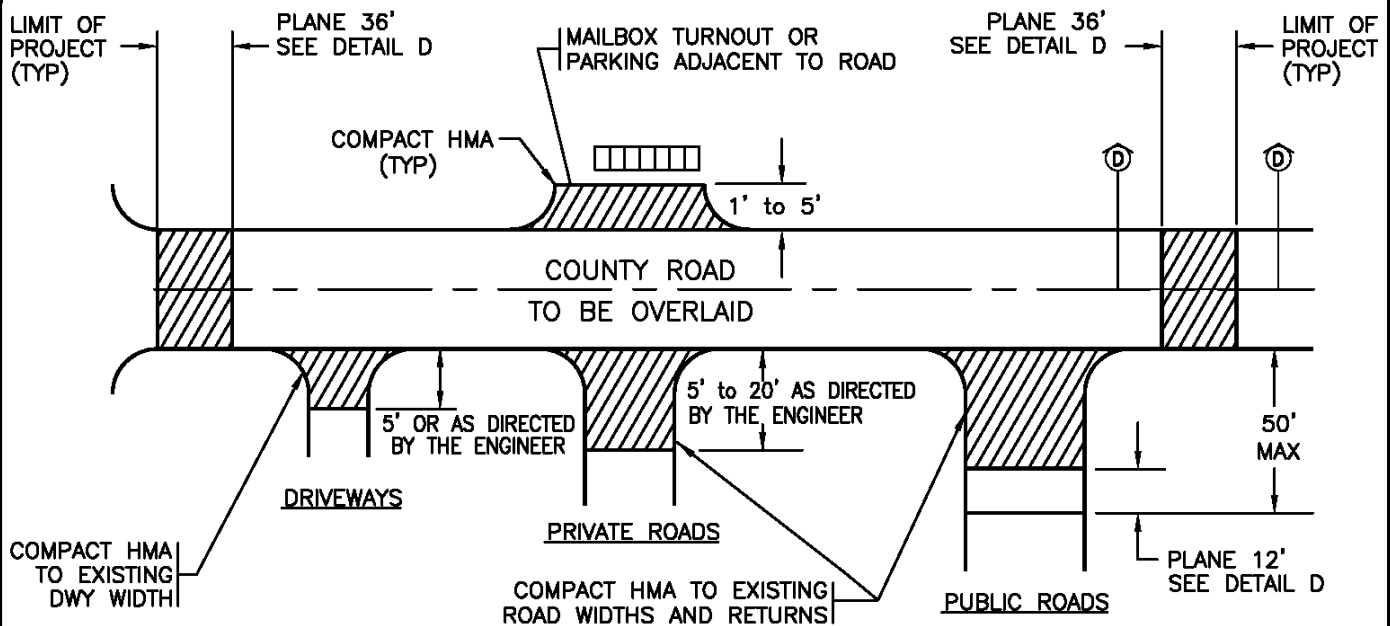
**MAP 06**

**MAP 07**

**MAP 08**

**MAP 09**

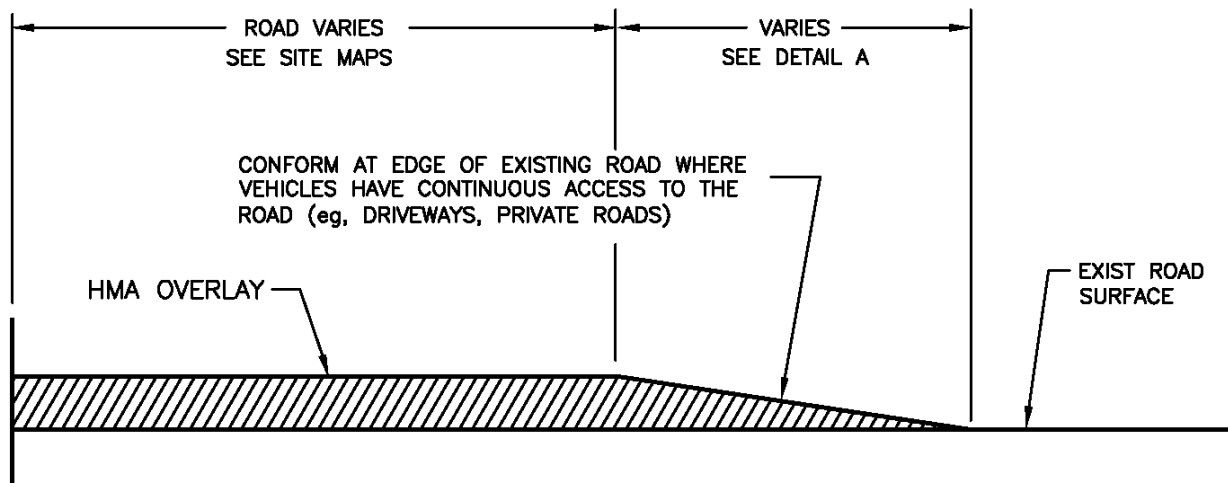
**MAP 10**

**NOTES:**

1. THE ABOVE MISC. PAVING SHALL BE DONE AT ALL DRIVEWAYS AND PUBLIC ROAD INTERSECTIONS AND ANY TURNOUT AREAS FOR EXISTING MAILBOXES FRONTING THE OVERLAY SITES – AS DIRECTED BY THE ENGINEER.
2. THE CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS AND MAINTAINING POSITIVE DRAINAGE SHALL TAKE PRIORITY OVER THE DIMENSIONS GIVEN ABOVE.

**DETAIL A**

NOT TO SCALE

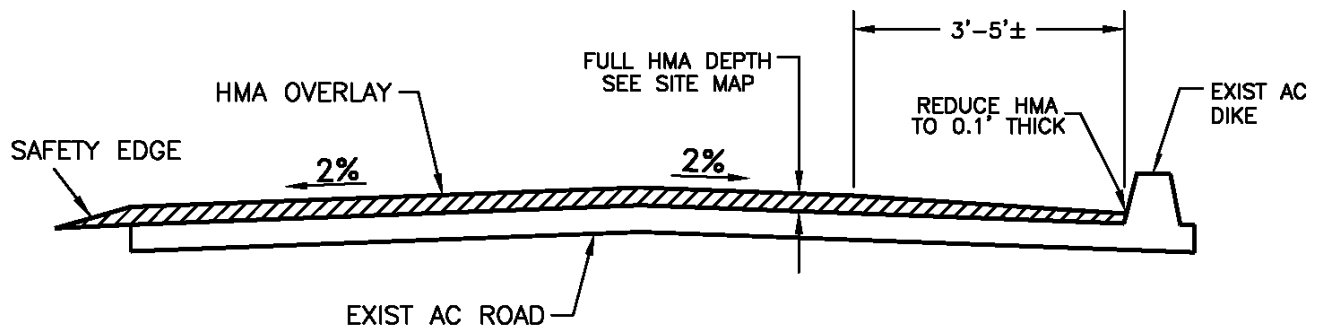
**DETAIL B**

NOT TO SCALE

**HOT MIX ASPHALT OVERLAY****PLACER COUNTY****SUMMER 2020**

PLATE 1 OF 2

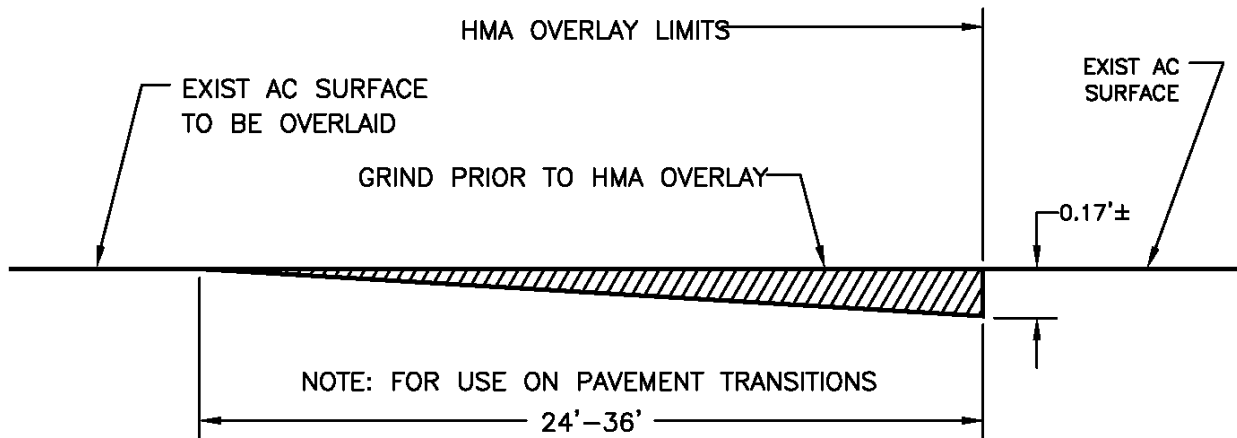


**NOTE:**

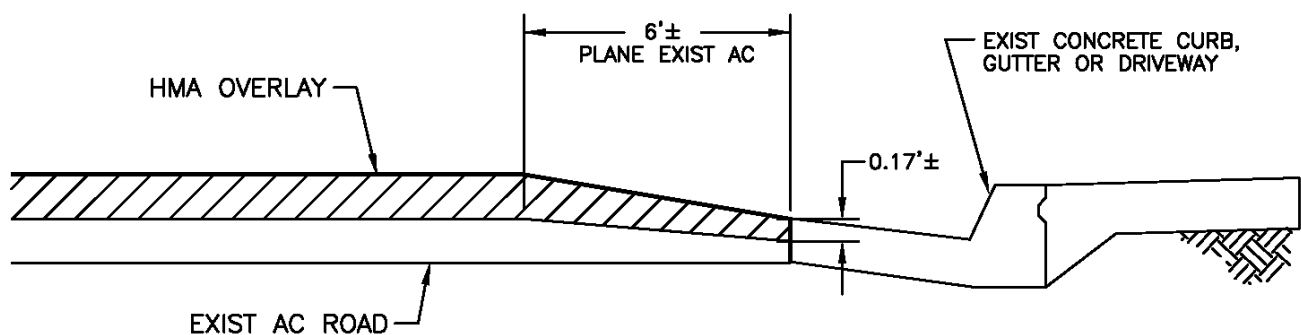
LOOSE OR EXTRANEIOUS MATERIAL TO BE REMOVED FROM EXISTING SURFACES PRIOR TO PLACING PAINT BINDER OR HMA OVERLAY

**DETAIL C**

NOT TO SCALE

**DETAIL D**

NOT TO SCALE



NOTE: DO NOT PLANE ADJACENT TO MEDIAN CURBS

**DETAIL E**

NOT TO SCALE

**HOT MIX ASPHALT OVERLAY**

PLACER COUNTY

SUMMER 20 20

PLATE 2 OF 2

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COUNTY OF PLACERDEPARTMENT OF PUBLIC WORKS

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# SPECIAL PROVISIONS

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Annexed to Contract No. - 1252

## SECTION 1. SPECIFICATIONS AND PLANS

### 1-1.01 GENERAL

The work embraced herein shall be done in accordance with the Project Plans, 2015 Caltrans Standard Specifications, and the Placer County General Specifications dated April 2016, insofar as the same may apply and in accordance with the following Special Provisions.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specification are amended" is used in the Special Provisions, the text following said term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the Placer County General Specifications, Standard Specifications and these Special Provisions, the Special Provisions shall govern, take precedence over, and be used in lieu of such conflicting portions. The Standard Specifications and Standard Plans shall govern over the Placer County General Specifications.

Units in the United States Standard Measures shall apply to this contract.

### 1-1.02 DEFINITIONS AND TERMS:

As used herein, unless the context otherwise requires, the following terms have the following meaning:

**County:** The County of Placer.

**Department:** The Board of Supervisors of the County of Placer, State of California, except when referring to documents, laws or departments of the State of California. Any reference in questions shall be as designated by the Engineer.

**Department of Transportation:** The Board of Supervisors of the County of Placer, State of California, except when referring to documents, laws or departments of the State of California. Any reference in questions shall be as designated by the Engineer.

**Director of Transportation:** The Director of Public Works of the County of Placer, State of California.

**District Director of the District:** The Director of Public Works of the County of Placer, State of California.

**Engineer:** The Director of Public Works of the County of Placer, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

**Laboratory:** The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the Contract, except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

**Standard Plans:** The 2015 edition of the Standard Plans of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the County or it's corresponding agency, office, or officer acting under this contract.

**Standard Specifications:** The 2015 Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the County or it's corresponding agency, office, or officer acting under this contract.

**State:** The County of Placer, except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

**State Highway Engineer:** The Director of Public Works of the County of Placer, State of California.

**Transportation Building, Sacramento:** Board of Supervisors office of the County of Placer, State of California except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

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**SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

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**2.1-01 GENERAL:**

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

**Each proposal shall include unit costs, and total costs for the base bid.**

Bidders are required to specify a physical business street address to receive certified mail in accordance with the Proposal. The County shall be notified in writing a minimum of thirty (30) days in advance of any changes of address.

In addition, the subcontractors are required to be listed in accordance with Section 2-1.03, "Required Listing of Proposed Subcontractors," of these special provisions. The list of subcontractors shall also set forth the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found in the bid documents as set forth in the Bid Solicitation in bids&tenders.

In accordance with Public Contract Code 7106, a Non-Collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-Collusion Affidavit.

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

**2-1.015 FEDERAL LOBBYING RESTRICTIONS.**

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the bid documents as set forth in the Bid Solicitation in bids&tenders. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the

Standard Form is also included in the bid documents as set forth in the Bid Solicitation in bids&tenders.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

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**SECTION 3. AWARD AND EXECUTION OF CONTRACT**

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**3-1.01 GENERAL:**

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: 3091 County Center Drive, Suite 220, Auburn, CA 95603.

**3-1.02 CONTRACT AWARD:**

Section 3-1.01 of the Standard Specifications is amended to read:

**“3-1.01 Contract Award:** The right is reserved to reject any and all proposals. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within 90 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.”

**3-1.03 CONTRACT BONDS:**

Section 3-1.02 of the Standard Specifications is amended to read:

**“3-1.02 Contract Bonds:** Contractor shall provide, at the time of the execution of the agreement or contract for work, and at his own expense, a surety bond ("Performance Bond") on the form provided in the bid documents as set forth in the Bid Solicitation in bids&tenders, in an amount equal to at least 100 percent (100%) of the contract price as security for the faithful performance of said agreement within the time prescribed, in a manner satisfactory to the Engineer, and that all materials and workmanship will be free from original or developed defects. This Performance Bond must remain in effect until the end of all warranty periods set forth in the special provisions. Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate surety bond ("Payment Bond") on the form provided in the bid documents as set forth in the Bid Solicitation in bids&tenders, in an amount equal to at least 100 percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. This Payment Bond shall be maintained by the Contractor in full force and effect until the work is accepted by the State and until all claims for materials and labor are paid and shall otherwise comply with Civil Code. Sureties on each of said bonds shall be satisfactory to the County Attorney.”

Should any bond become insufficient, the Contractor shall renew the bond within ten (10) working days after receiving notice from the Engineer.

Should any Surety at any time be unsatisfactory to the State, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under said agreement until a new Surety shall qualify and be accepted by the County.

Changes in said agreement of extensions of time, made pursuant to the agreement, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.



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**SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

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**4-1.01 GENERAL**

Attention is directed to the provisions in Section 8 1.05, "Time", and in Section 8 1.10, "Liquidated Damages," of the Standard Specifications and these special provisions.

**SUBMITTALS**

The Contractor shall not begin construction activities at the project site until the following documents have been submitted by the Contractor, and accepted or approved by the Engineer:

Progress Schedule  
Water Pollution Control Program

The Contractor shall not begin construction activities at the project site until the following documents have been submitted to the Engineer:

Notice of (all) Materials to be Used

The work shall be diligently prosecuted to completion before the expiration of

**35 WORKING DAYS**

beginning on the first day of work or the fifteenth day after the date stated in the Notice to Proceed, whichever comes first.

The Contractor shall pay to Placer County the sum of \$3,000.00 per day, as liquidated damages, for each and every calendar day's delay in finishing the work in excess of the 35 working days prescribed above. At the Engineer's option, said sum may be deducted from any payments due to or to become due the Contractor. Due to seasonal constraints, time is of the essence to complete the contract work.

**4-1.02 WINTERIZATION:**

The Contractor shall, at his sole expense, winterize the project if directed by the County. The Contractor shall winterize the project in conformance with the requirements of Section 10-1.04, "Water Pollution Control," of these Special Provisions for all construction activities.

The intent of winterization is as follows:

To assure that erosion of earthen materials is prevented to greatest extent practicable.

To assure that storm waters are allowed to pass through the site without substantial damage to the project site.

Winter Suspension: The County may, at its option, suspend work between October 15 and May 1 of the following year. If this occurs, the entire site shall be winterized including areas not yet seeded or planted.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these special provisions, shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed therefore.

**4-1.03 PRE-CONSTRUCTION CONFERENCE**

A pre-construction conference will be held at the office of the Director of Public Works for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors. A "Key Personnel and Emergency Phone Numbers" list (for which these key personnel could be contacted 24 hours per day, 7 days a week) shall be submitted to the County. Attendance by the Contractor or the Contractor's authorized representative is mandatory.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these special provisions, shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed therefore.

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**SECTION 5. GENERAL****5-1.01 LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM  
(GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

**5-1.02 PREVAILING WAGE**

Attention is directed to the provisions in Section 7-1.01A(1), "Hours of Labor", Section 7-1.01A(2), "Prevailing Wage", Section 7-1.01A(2)(a), "Travel and Subsistence Payments", and Section 7-1.01A(3), "Payroll Records" of the Standard Specifications.

The general prevailing wage rates and any applicable changes to these wage rates are available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is located. General prevailing wage rates are also available from the California Department of Industrial Relation's Internet Web Site at:

<http://www.dir.ca.gov>.

**5-1.03 CONTRACTOR'S LICENSING LAWS**

Attention is directed to Section 7-1.01C, "Contractor's Licensing Laws," of the Standard Specifications. The Contractor shall possess a valid Class "A" license from the State of California or a combination of classes, C-8 Concrete Contractor, C-12 Earthwork and Paving Contractor, C-13 Fencing Contractor, C-27 Landscape Contractor, C-31 Construction Zone Traffic Control Contractor, C-32 Parking and Highway Improvement Contractor, C-34 Pipeline Contractor, C-50 Reinforcing Steel Contractor, D-42 Sign Installation Contractor, D-56 Trenching Contractor, D-59 Hydroseed Spraying Contractor, D-63 Construction Cleanup Contractor, and all other classes required by the categories and types of work included in this contract at the time of the bid award, and the license(s) shall remain in effect throughout the term of the Contract.

**5-1.04 ARBITRATION**

Section 9-1.10, "Arbitration," of the Standard Specifications is amended in its entirety to read as follows:

Section 9-1.10, "Dispute Resolution"

9-1.10 All claims filed with the County must be in writing and include the documents necessary to substantiate the claim. Claims must be filed within the time limits set forth in this contract. In no circumstances, however, may a claim be filed after the day of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this contract.

## 1) Claims of \$50,000.00 or Less

(a) The County will respond in writing to all written claims less than or equal to fifty thousand dollars (\$50,000.00) within forty-five (45) days of receipt of the claim. Within thirty (30) days of receipt of the claim, the County may request any additional documentation supporting the claim or relating to defenses or claims the County may have against the claimant.

(b) If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the County and the claimant.

(c) The County's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

## 2) Claims Between \$50,000.01 and \$375,000.00

(a) The County will respond in writing to all written claims between fifty thousand dollars and one cent (\$50,000.01) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), within sixty (60) days of receipt of the claim. Within thirty (30) days of receipt of the claim, the County may request, in writing, any additional documentation supporting the claim or relating to defense to the claim the County may have against the claimant.

(b) If additional information is thereafter required, it shall be requested and provided pursuant to this Subdivision, upon mutual agreement of the County and the claimant.

(c) The County's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documents, whichever is greater.

3) Claims in Excess of \$375,000.00. The County shall, within a reasonable time after the presentation of any claim in excess of \$375,000.00, make a decision in writing on such claim.

## 4) Meet and Confer Conference

(a) If the claimant disputes the County's written response, or the County fails to respond within the time prescribed, the claimant may so notify the County, in writing, either within fifteen (15) days of receipt of the County's response or within fifteen (15) days of the County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(b) If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For the purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to this Section until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

5) Contractor's Duty During Claim Resolution. The Contractor shall proceed with the Work in accordance with the plans and specifications and determinations and instructions of the County Engineer during the resolution of any claims disputes.

6) Certification. The Contractor shall certify in writing, at the time of submission of any claim, as follows:

I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the monies due for work performed under the Contract for which the County of Placer is liable.

By: \_\_\_\_\_  
(Contractor's signature)

7) County Remedies. In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the County may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the County from claims for payment made by the Contractor for work completed or remaining to be completed.

8) Assignment. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and all subcontractors shall offer and agree to assign to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties.

9) Contractor Waiver and Limitation. The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the County and hereby agrees that no default, act, or omission of the County or the Engineer, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the County shall so consent or direct in writing) to suspend or abandon performance of all or any part of the work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.

10) Venue. Any litigation arising out of this Contract shall be brought in the Superior Court of Placer County, and the Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

#### **5-1.05 RETENTION**

The Department shall retain 5 percent of the estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor. In addition, on any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount withheld from payment pursuant to the requirements of this Section 9-1.06, to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. The reduction will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to the Disbursing Officer of the Department; the signature of the person

executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with the Department. The Contractor shall provide copies of all subcontract agreements to the Engineer.

#### **5-1.06 UNSATISFACTORY PROGRESS**

If the number of working days charged to the contract exceeds 75 percent of the working days in the current time of completion and the percent working days elapsed exceeds the percent work completed by more than 15 percentage points, the Department will withhold 10 percent of the amount due on the current monthly estimate.

The percent working days elapsed will be determined from the number of working days charged to the contract divided by the number of contract working days in the current time of completion, expressed as a percentage. The number of contract working days in the current time of completion shall consist of the original contract working days increased or decreased by time adjustments approved by the Engineer.

The percent work completed will be determined by the Engineer from the sum of payments made to date plus the amount due on the current monthly estimate, divided by the current total estimated value of the work, expressed as a percentage.

When the percent of working days elapsed minus the percent of work completed is less than or equal to 15 percentage points, the funds withheld shall be returned to the Contractor with the next monthly progress payment.

Funds kept or withheld from payment, due to the failure of the Contractor to comply with the provisions of the contract, will not be subject to the requirements of the Public Contract Code 7107 or to the payment of interest pursuant to Public Contract Code Section 10261.5.

#### **5-1.07 INTEREST ON PAYMENTS**

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.



The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

### **5-1.08 NOTICE OF POTENTIAL CLAIM**

Attention is directed to the requirements specified in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications.

### **5-1.09 PUBLIC SAFETY**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations-The near edge of the excavation is 12 feet or less from the edge of the lane, except:
  - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - 2. Excavations less than one foot deep.
  - 3. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
  - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - 5. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal:vertical).
  - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles-The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas-Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

#### **5-1.10 SURFACE MINING AND RECLAMATION ACT**

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations, and to California Public Contract Code Section 10295.5.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with California Public Contract Code Section 10295.5.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

#### **5-1.11 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

#### **5-1.12 SUBCONTRACTOR AND DBE RECORDS**

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also



show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on Form CEM-2404 (F) at one time after construction has been completed.

### **5-1.13 PERFORMANCE OF SUBCONTRACTORS**

The subcontractors listed by the Contractor in the bid documents as set forth in the Bid Solicitation in bids&tenders shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$5,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

### **5-1.14 BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

### **5-1.15 DBE CERTIFICATION STATUS**

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified

DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

#### **5-1.16 SOUND CONTROL REQUIREMENTS**

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBA at a distance of 50 feet. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

#### **5-1.17 SUBCONTRACTING**

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the County of Placer may exercise the remedies provided under Public Contract Code § 4110. The County of Placer may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State Contractor's License with a classification appropriate for the work to be performed. (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

#### **5-1.18 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### **5-1.19 RESPONSIBILITY TO OTHER ENTITIES:**

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public or damage to property, and shall indemnify and save harmless the County of Placer, the State of California, Department of Transportation, the State of California Department of Fish and Game, the State of California Water Quality Control Board, and any county, city or district, its officers and employees connected with the work, within the limits of the County right of way, or limits of which county, city or district the work is being performed, including the limits of jurisdictions of the State of California Water Quality Control Board or the State of California Department of Fish and Game, all in the same manner and to the same extent conforming to the provisions in Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications, for the protection of the County of Placer, the State of California Department of Transportation, the State of California Water Quality Control Board, the State of California Department of Fish and Game and all their officers and employees thereof connected with the work.

#### **5-1.20 RECORDS**

The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following 6 categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 4-1.03C, "Changes in Character of Work," of the Standard Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a to of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications.
- F. Indirect costs of overhead.

Cost accounting records shall include the information specified for daily extra work reports in Section 9-1.03C, "Records," of the Standard Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the Department, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

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**5-1.21 AREAS FOR CONTRACTOR'S USE**

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The project area (contract limits) shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No area is available within the contract limits for the exclusive use of the Contractor. The Contractor shall secure, at the Contractor's own expense, areas required for storage of equipment or materials, or for other purposes.

However, temporary storage of equipment and materials on County property may be arranged with the Engineer, subject to the prior demands of County maintenance forces and to other contract requirements. Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk, and the County shall not be held liable for damage to or loss of materials or equipment located within such areas.

The Contractor shall obtain encroachment permits prior to occupying County-owned parcels outside the contract limits. The required encroachment permits may be obtained from the Placer County Department of Public Works, 3091 County Center Drive, Auburn, CA 95603.

Residence trailers will not be allowed within the project sites.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other County-owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

The Contractor shall take all necessary precautions to protect the staging area from chemical contamination due to oil or fuel spills or any other contaminants. If contamination occurs, the site shall be decontaminated to the satisfaction of the Engineer prior to further improvement to the contaminated area or to further construction activities in general, whichever is applicable as determined by the Engineer. Methods of decontamination shall include any method deemed appropriate by the Engineer including removal and deposition of the contaminated soils in conformance with CEQA and regulatory agency requirements.

Full compensation for conforming to the provisions of this section, including furnishing all labor, materials, grading, tools, equipment and incidentals, and for doing all work associated with this section shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

**5-1.22 PAYMENTS**

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

### **5-1.23 WARRANTY**

Should any failure of the work occur within a period of one year from the acceptance of the project by the Board of Supervisors due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his expense in accordance with the special provisions and to the satisfaction of the Engineer.

Security for this warranty shall be in the form of the Performance Bond, required elsewhere in these specifications, which shall remain in effect for a period of one (1) year after acceptance of the project by the Placer County Board of Supervisors. The Performance Bond will not be reduced to an amount less than the bid amount of the project prior to the expiration of the one (1) year warranty period.

The County is hereby authorized to make such repairs, or to have such repairs made by others, if the Contractor fails to make such repairs, or to have such repairs made by others, if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after receiving written notice of such failure or within a time specified in the notice if different; provided, however, that in case of an emergency where, in the opinion of the Engineer, that delay would cause serious loss or damages, or a serious hazard to the public, and a reasonable attempt has been made to notify the Contractor, the repairs may be made on lights, signs, and barricades erected, without prior notice to the Contractor; and the Contractor's sureties shall be liable for the entire cost thereof.

### **5-1.24 AIR POLLUTION CONTROL**

Air pollution control shall conform to the provisions of Section 7-1.01F, "Air Pollution Control," of the Standard Specifications and these special provisions.

No burning of materials to be disposed of will be permitted for this project. During construction, no open burning of removed vegetation shall be allowed. All removed vegetative material shall be either chipped on site or taken to an appropriate disposal site.

The Contractor shall contact the Placer County Air Pollution Control District (APCD) Engineer prior to the start of construction to determine if any of the equipment to be used on the construction site requires a stationary source or Authority to Construct Permit.

The Contractor shall prepare and submit a Construction Emission/Dust Control Plan to Placer County prior to commencing any work on the project. The plan must address the minimum Administrative requirements found in section 300 and 400 of the APCD Rule 228, Fugitive Dust. The Contractor shall not break ground before the County receives APCD approval of the Construction Emission/Dust Control Plan.

Construction equipment exhaust emissions shall not exceed Placer County Air Pollution Control District Rule 202 Visible Emission limitations. Operators of vehicles and equipment found to exceed opacity limits will be immediately notified by APCD to cease operations and the equipment must be repaired within 72 hours. Additional information regarding rule 202 can be found at: [www.placerair.org/1861/Rules](http://www.placerair.org/1861/Rules).

The Contractor shall submit to the APCD a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used a



total of 40 or more hours for the construction project. The inventory shall be updated, beginning 30 calendar days after any initial work on site has begun, and shall be submitted on a monthly basis throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the APCD with the anticipated construction timeline including start date, and name and phone number of the property owner, project manager, and on-site foreman.

The Contractor shall provide a plan to the Placer County APCD for approval, demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20 percent NOx reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available.

The Contractor shall suspend all grading operations when fugitive dust exceeds APCD Rule 228 (Fugitive Dust) limitations. The Contractor shall be responsible for having an individual who is CARB-certified to perform Visible Emissions Evaluations (VEE). This individual shall evaluate compliance with Rule 228 on a weekly basis. It is to be noted that fugitive dust is not to exceed 40% opacity and not go beyond property boundary at any time. If lime or other drying agents are utilized to dry out wet grading areas, they shall be controlled as to not to exceed Placer County APCD Rule 228 Fugitive Dust limitations.

Prior to any grading work, the Contractor shall establish an enforcement plan, and submit the plan to the APCD for review, in order to weekly evaluate project-related on-and-off- road heavy-duty vehicle engine emission opacities, using standards as defined in California Code of Regulations, Title 13, Sections 2180 - 2194. An Environmental Coordinator, hired by the Contractor, and who is CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to exceed opacity limits will be notified by APCD and the equipment must be repaired within 72 hours.

The Contractor shall be responsible for keeping adjacent public thoroughfares clean of silt, dirt, mud, and debris, and shall “wet broom” the streets if silt, dirt, mud, or debris is carried over to adjacent public thoroughfares. Dry mechanical sweeping is prohibited. At a minimum paved roadway surfaces within the construction site shall be swept daily.

An operational water truck shall be available onsite at all times to apply water as needed to prevent dust impacts. All unpaved access roads, parking areas, and staging areas within the construction site shall be watered as needed to prevent dust impacts or applied with non-toxic soil stabilizers. All active construction areas shall be watered at least twice daily or as needed to prevent dust impacts.

Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off site. The Contractor shall clean earth moving construction equipment with water a minimum of once per day.

During construction, all traffic speeds on all unpaved surfaces shall be limited to 15 miles per hour or less, unless the road surface and surrounding area is sufficiently stabilized to prevent vehicles and

equipment traveling more than 15 miles per hour from emitting dust that is visible crossing the project boundaries.

All trucks hauling soil, sand, and other loose material shall be covered or maintain at least two feet of freeboard in the truck bed.

The Contractor shall suspend all grading operations when wind speeds (including instantaneous gusts) exceed 25 miles per hour and dust is impacting adjacent properties.

The Contractor shall minimize idling time to 5 minutes for all diesel-powered equipment. In addition, low sulfur fuel shall be utilized for all stationary equipment.

The Contractor shall use CARB ultra-low fuel for all diesel-powered mobile and stationary construction equipment.

The Contractor shall, to the greatest degree, use existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators. If diesel powered generators greater than 50 hp must be used, the Contractor shall either obtain a state issued portable equipment permit or a Placer County APCD issued portable equipment permit.

Full compensation for conforming to the provisions of this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

#### **5-1.25 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT/INSURANCE:**

The County and all officers, employees, outside parties hired to inspect the work and volunteers thereof connected with the work, including, but not limited to, the Director and the Engineer, shall not be answerable or accountable in any manner: for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either workmen or the public; or for damage to property from any cause which might have been prevented by the Contractor or his workmen or anyone employed by him.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workmen and the public or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

The Contractor shall indemnify and save harmless the County and all officers, employees, outside parties hired to inspect the work and volunteers thereof connected with the work, including, but not limited to, the Director and the Engineer, from all claims, suits, or actions of every name, kind, and description brought forth or on account of injuries to or death of any person, including, but not limited to, workmen and the public or damage to property resulting from the performance of the contract except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

With respect to third party claims against the Contractor, the Contractor waives any and all rights to any type of express or implied indemnity against the County, its officers or employees.

It is the intent of the parties that the Contractor will indemnify and hold harmless the County, its officers, employees and agents, from any and all claims, suits, or actions as set forth above, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, the subcontractor or employee of any of these, other than the active negligence of the County, its officers and employees.

**INSURANCE:** Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A: VII showing.

**Worker's Compensation and Employers Liability Insurance:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

**Cancellation Notice** - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

**Waiver of Subrogation** - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor.

**Contractor** shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

**General Liability Insurance:**

Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Premises and operations;
- (2) Products and completed operations;
- (3) Contractual liability insuring the obligations assumed by Contractor in this Agreement;
- (4) Broad form property damage (including completed operations);
- (5) Explosion, collapse, and underground hazards;
- (6) Personal injury liability; and

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to Contractor's work under the Contract.

One of the following forms is required:



- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal Injury Liability of:

- \$2,000,000 each occurrence
- \$4,000,000 aggregate

If Contractor carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
  - \$2,000,000 each occurrence (combined single limit for bodily injury and property damage)
  - \$2,000,000 for Personal Injury Liability
  - \$2,000,000 for Products-Completed Operations
  - \$4,000,000 General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be four million dollars (\$4,000,000).

**Special Claims Made Policy Form Provisions:**

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
  - \$2,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage)
  - \$2,000,000 for Personal Injury Liability
  - \$2,000,000 aggregate for Products Completed Operations
  - \$4,000,000 General Aggregate
- (2) The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year following the completion of the Contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made Policy.

**Conformity of Coverages:**

If more than one policy is used to meet the required coverage's, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the County as noted above. In no case shall the types of coverages be different.

**Endorsements:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

"The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

"This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

**Automobile Liability Insurance:**

Contractor shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

**Professional Liability Insurance (Errors & Omissions):**

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

**Pollution Liability:**

Contractor shall purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of \$1,000,000 covering liability arising from the sudden and accidental release of pollution on the Facility Site.

**Additional Requirements:**

Premium Payments: The insurance companies shall have no recourse against the County and Funding Agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The Contractor shall be responsible for all deductibles in all of Contractor's insurance policies. The maximum amount of allowable deductible insurance coverage required herein shall be \$25,000.

Contractor Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach: Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

### **5-1.26 EXCAVATION SAFETY PLANS**

The Contractor's attention is directed to requirements of the Section titled "Earthwork," of the special provisions concerning Temporary Shoring Plan. Section 5-1.02A, "Trench Excavation Safety Plans," of the Standard Specifications is amended to read:

#### **5-1.02A Excavation Safety Plans**

- The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m (5 feet) or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker and public protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.

- Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.

- No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.

- If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 working days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.

- Attention is directed to Section 7-1.01E, "Trench Safety."

The third paragraph of Section 19-1.02, "Preservation of Property," of the Standard Specifications is amended to read:

- In addition to the provisions in Sections 5-1.02, "Plans and Working Drawings," and 5-1.02A, "Excavation Safety Plans," detailed plans of the protective systems for excavations on or affecting railroad property will be reviewed for adequacy of protection provided for railroad facilities, property, and traffic. These plans shall be submitted at least 9 weeks before the Contractor intends to begin excavation requiring the protective systems. Approval by the Engineer of the detailed plans for the protective systems will be contingent upon the plans being satisfactory to the railroad company involved.

The Contractor shall submit a Temporary Shoring Safety System Plan to the Engineer prior to the start of the work for which it is required.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these special provisions, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

**5-1.27 CALTRANS ENCROACHMENT PERMIT**

The County has applied for an encroachment permit for traffic control operations necessary on highway locations adjacent to the County areas included in this project.

Contractor is responsible for obtaining a Caltrans “double permit” for setting up traffic control on the Caltrans right of way.

The Contractor shall become fully informed of all rules, regulations, and conditions that may govern the Contractor’s operations in the area and shall conduct the work accordingly.

Any change proposed by the Contractor to the conditions listed in the permit shall be submitted by the Contractor to the Engineer for transmittal to the Caltrans for approval. Changes shall not be implemented until Caltrans gives approval in writing.

Full compensation for conforming to the requirements of this section and to the requirements in these permits shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed.

A copy of the permit shall be kept on the construction site any time the work is being performed.

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**SECTION 6. CONTROL OF MATERIALS**

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**6-3.01 TESTING**

In addition to the requirements of Section 6-3.01 of the Standard Specifications, the following shall apply:

Unless otherwise noted, material testing and results for this project will be provided by the Contractor as set forth in Section 6 of the Standard Specifications. The Contractor shall perform all testing to verify compliance with the Specifications of any and all materials furnished or placed by the Contractor. The Contractor shall submit and receive the Engineer's approval of all compliance test results prior to incorporating materials into the project. The Contractor can place material without the approved certificates of compliance and mix designs at the Contractor's own risk and \$10,000.00 will be withheld from the Contractor's progress payment until the certificate of compliances and mix designs are approved.

Full compensation for conforming to all requirements specified in this section, "Control of Materials," shall be considered as included in the contract price paid for other items of work and no additional compensation will be allowed.

**SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC****7-1.01 GENERAL**

The Bidder's attention is directed to Section 7 of the Caltrans 2015 Standard Specifications, Legal Relations and Responsibility to the Public.

**SECTION 8. MATERIALS****8-1.01 APPROVED TRAFFIC PRODUCTS**

The Department maintains a List of Approved Traffic Products. The Engineer shall not be precluded from sampling and testing products on the List of Approved Traffic Products.

The manufacturer of products on the List of Approved Traffic Products shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

The following is the List of Approved Traffic Products:

PAVEMENT MARKERS, TEMPORARY TYPE

TEMPORARY MARKERS FOR LONG TERM DAY/NIGHT USE (6 months or less)

Apex Universal, Model 924 (100 mm x 100 mm)

Davidson Plastics, Model 3.0 (100 mm x 100 mm)

Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm Round)

Road Creations, Model R41C (100 mm x 100 mm)

Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

TEMPORARY MARKERS FOR SHORT TERM DAY/NIGHT USE (14 days or less)  
(For seal coat or chip seal applications, clear protective covers are required)

Apex Universal, Model 932  
Davidson Plastics, Models T.O.M., T.R.P.M., and "HH" (High Heat)  
Hi-Way Safety, Inc., Model 1280/1281

#### STRIPING AND PAVEMENT MARKING MATERIALS

TEMPORARY (REMOVABLE) STRIPING AND PAVEMENT MARKING TAPE  
(6 months or less)

Brite-Line, Series 100  
P.B. Laminations, Aztec, Grade 102  
Swarco Industries, "Director-2"  
3M, "Stamark," Series A620  
3M Series A145 Removable Black Line Mask  
(Black Tape: For use only on Asphalt Concrete Surfaces)  
Advanced Traffic Marking Black "Hide-A-Line"  
(Black Tape: For use only on Asphalt Concrete Surfaces)

#### REMOVABLE TRAFFIC PAINT

Belpro, Series 250/252 and No. 93 Remover

#### CLASS 1 DELINEATORS

ONE-PIECE DRIVEABLE FLEXIBLE TYPE, 1700 mm

Carsonite, Curve-Flex CFRM-400  
Carsonite, Roadmarker CRM-375  
Davidson Plastics, "Flexi-Guide Models 400 and 566"  
FlexStake, Model 654TM  
GreenLine Models HWD1-66 and CGD1-66  
J. Miller Industries, Model JMI-375 (with soil anchor)

SPECIAL USE FLEXIBLE TYPE, 1700 mm

Carsonite, "Survivor" with 450 mm U-Channel base  
FlexStake, Model 604  
GreenLine Models HWD and CGD (with 450 mm U-Channel base)  
Safe-Hit with 200 mm pavement anchor (SH248-GP1)  
Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

SURFACE MOUNT FLEXIBLE TYPE, 1200 mm

Bent Manufacturing Company, "Masterflex" Model MF-180EX-48  
Carsonite, "Super Duck II"  
FlexStake, Surface Mount, Models 704 and 754TM

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**CHANNELIZERS****SURFACE MOUNT TYPE, 900 mm**

Bent Manufacturing Company, "Masterflex" Models MF-360-36 (Round) and MF-180-36 (Flat)  
Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)  
Carsonite, Super Duck II Model SDCF203601MB "The Channelizer"  
Davidson Plastics, Flex-Guide Models FG300LD and FG300UR  
FlexStake, Surface Mount, Models 703 and 753TM  
GreenLine, Model SMD-36  
The Line Connection, "Dura-Post" Model DP36-3 (Permanent)  
The Line Connection, "Dura-Post" Model DP36-3C (Temporary)  
Repo, Models 300 and 400  
Safe-Hit, Guide Post, Model SH236SMA

**CONICAL DELINEATORS, 1070 mm**

(For 700 mm Traffic Cones, see Standard Specifications)

Bent Manufacturing Company "T-Top"  
Plastic Safety Systems "Navigator-42"  
Roadmaker Company "Stacker"  
TrafFix Devices "Grabber"

**SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS****ALUMINUM****FIBERGLASS REINFORCED PLASTIC (FRP)**

Sequentia, "Polyplate"  
Fiber-Brite

**SECTION 9. BLANK**

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**SECTION 10. CONSTRUCTION DETAILS**

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**10-1.1 ORDER OF WORK**

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

As a first order of work, the Contractor prepare and submit for approval a traffic control plan for the project. No work shall commence prior to approval of the Traffic Control Plan.

Contractor's attention is directed to the requirements in the Section "Maintaining Traffic", elsewhere in these special provisions.

The Contractor shall implement water pollution control measures prior to commencing construction on earth disturbing activities.

The Contractor shall contact Underground Service Alert (U.S.A.) to mark all existing utilities and coordinate with all utility owners to coordinate utility relocations and adjustments.

**10-1.2 WATER POLLUTION CONTROL**

Water pollution control work shall conform to the requirements in Section 13, "Water Pollution Control" of the Standard Specifications.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

The Contractor shall become fully informed of and comply with the applicable provisions of the Handbook and Federal, State and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.



In addition to any remedy authorized by law, so much of the money due the Contractor under the contract that shall be considered necessary by the Department may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

1. The Department will give the Contractor thirty (30) days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to acceptance of the contract. Retention of funds from any payment made after acceptance of the contract may be made without prior notice to the Contractor.
2. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
3. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the requirements of this section "Water Pollution Control," shall not relieve the Contractor from the Contractor's responsibilities, as provided in Sections 7-1.11, "Preservation of Property," 7-1.121, "Indemnification," and 7-1.122, "Insurance," of the Standard Specifications.

#### **WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES**

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall conform to the requirements in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Handbook, and these special provisions.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the WPCP has been approved by the Engineer.

Within fifteen (15) days after the approval of the contract, the Contractor shall submit three (3) copies of the WPCP to the Engineer. The Contractor shall allow seven (7) days for the Engineer to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within seven (7) days of receipt of the Engineer's comments and shall allow seven (7) days for the Engineer to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

The objectives of the WPCP shall be to identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and to identify, construct, implement and maintain water pollution control measures, hereafter referred to as control measures, to reduce to the extent feasible pollutants in storm water discharges from the construction site during construction under this contract.

The WPCP shall incorporate control measures in the following categories:

1. Soil stabilization practices;
2. Sediment control practices;

3. Sediment tracking control practices;
4. Wind erosion control practices; and
5. Non-storm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook.

The Contractor shall consider the objectives and minimum requirements presented in the Handbook for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate into the WPCP and implement on the project, one or more of the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Handbook and shall incorporate into the WPCP and implement on the project the control measures necessary to meet the objectives of the WPCP. The Contractor shall document the selection process in accordance with the procedure specified in the Handbook.

The WPCP shall include, but not be limited to, the following items as described in the Handbook:

1. Project description and Contractor's certification;
2. Project information;
3. Pollution sources, control measures, and water pollution control drawings; and
4. Amendments, if any.

The Contractor shall amend the WPCP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems, or when deemed necessary by the Engineer. The WPCP shall also be amended if the WPCP has not achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted for review and approved by the Engineer in the same manner specified for the initially approved WPCP. Amendments shall be dated and attached to the on-site WPCP document.

The Contractor shall keep a copy of the WPCP, together with updates, revisions and amendments at the project site.

## **WPCP IMPLEMENTATION**

Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the Handbook and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between October 15 and April 15.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas of the project site shall be completed, except as provided for below, no later than twenty (20) days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within twenty (20) days of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be no more than two (2) hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas of the project site before the onset of precipitation. The Contractor shall maintain a quantity of soil stabilization and sediment control materials on site equal to one hundred percent (100%) of that sufficient to protect unprotected, soil-disturbed areas on the project site and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. The Contractor shall include a current inventory of control measure materials and the detailed mobilization plan as part of the WPCP.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbing activities are expected to be discontinued for a period of twenty (20) or more days and the areas are fully protected. Areas that will become non-active either during the winter season or within twenty (20) days thereof shall be fully protected with soil stabilization practices and sediment control measures within ten (10) days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following workday. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used, or an alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the WPCP for sediment tracking, wind erosion, non-storm water management and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the requirements of this section "Water Pollution Control" as determined by the Engineer.

## **MAINTENANCE**

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time frames to address any deficient measures or reinstate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are

functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

1. Prior to a forecast storm;
2. After all precipitation which causes runoff capable of carrying sediment from the construction site;
3. At 24-hour intervals during extended precipitation events; and
4. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the State.

## **PAYMENT**

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

The Engineer will retain an amount equal to twenty five percent (25%) of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the requirements of this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the requirements of this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the requirements of this section will be released for payment on the next monthly estimate for partial payment following the date that a WPCP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

### **10-1.3 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES**

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 business days before beginning any work using the devices or within 2 business days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,

- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and post mile of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices that are not expected to produce significant vehicular velocity change but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

[http://safety.fhwa.dot.gov/roadway\\_dept/policy\\_guide/road\\_hardware/listing.cfm?code=workzone](http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/listing.cfm?code=workzone)

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 business days before beginning any work using the devices or within 2 business days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 100 pounds or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

[http://www.dot.ca.gov/hq/esc/approved\\_products\\_list/](http://www.dot.ca.gov/hq/esc/approved_products_list/)

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the prices paid for the various items of work requiring the use of the Category 1 or Category 2 temporary traffic control devices and no additional compensation will be allowed therefor.

Full compensation for construction area traffic control devices shall be considered as included in the lump sum price paid for Traffic Control System and no additional compensation will be allowed therefor.

#### **10-1.4 CONSTRUCTION AREA SIGNS**

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels. Type III, IV, VII, VIII, or IX retroreflective sheeting shall be used for stationary mounted construction area sign panels.

Orange background on construction area signs shall be fluorescent orange.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 business days, but not more than 14 days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert	811

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with Portland Cement Concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

Construction area signs placed within 15 feet from the edge of the travel way shall be mounted on stationary mounted sign supports as specified in "Construction Area Traffic Control Devices" of these special provisions.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

#### **MEASUREMENT AND PAYMENT**

Full compensation for Construction Area Signs shall be considered as included in the lump sum price paid for Traffic Control System and no additional compensation will be allowed therefor.



**10-1.5 MAINTAINING TRAFFIC**

Maintaining traffic shall conform to the provisions in Sections 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Lane closures shall conform to the provisions in the section of these special provisions entitled "Traffic Control System."

Personal vehicles of the Contractor's employees shall not be parked on the traveled way, including any section closed to public traffic.

Access shall be permitted to businesses, residences, buildings and driveways adjacent to existing streets, the street under construction or special detours at all times and the Contractor shall provide such temporary approaches as may be required for this purpose. When it is necessary for residents and business places along the project to use a portion of the road under construction, the Contractor shall maintain, within the limits of these specifications, that portion of the road in a suitable condition for such vehicular traffic. Emergency vehicles shall be given priority access to any property in a construction area. The traffic control plan shall indicate how these required accesses will be provided.

The Engineer may authorize a suspension of work during unfavorable weather or other conditions beyond the control of the Contractor. During such a suspension, the Contractor shall make passable and shall open to traffic such portions of the project under improvement and such temporary roadways or portions thereof as may be agreed upon between the Contractor and the Engineer for the accommodation of necessary traffic during the period of suspension. The maintenance of the temporary route, replacement or renewal of any work or materials lost or damaged, removal of any work or materials, and temporary maintenance shall be at the expense of the Contractor.

Where the Contractor's hauling equipment is required to cross traffic, and at such other points which may be necessary to maintain safe traffic conditions, flag men shall be provided on each side of the impairment to stop and direct traffic. Details of this shall be included in the traffic control plans to be submitted for approval by the Engineer.

In the case of damage to detours resulting from storms or other causes, the Contractor shall at once repair the damage, provide other detours, or otherwise provide for routing traffic through construction operations.

Construction zone signs shall be placed on all cross streets where traffic is to be maintained. Such signs shall be placed a sufficient distance from the construction to give motorists adequate warning of the construction.

Radios in good working order for the flaggers shall be used when necessary or directed by the Engineer.

A minimum of one paved traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic during periods of construction. When construction operations are not actively in progress, not less than two such lanes shall be open to public traffic.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal holidays are January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

#### **10-1.6 TRAFFIC CONTROL SYSTEM**

A traffic control system shall consist of closing traffic lanes in accordance with the details shown on the plans, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" elsewhere in these Special Provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, approved by the Engineer, within the limits of the highway right of way.

One-way traffic shall be controlled through the project in accordance with the plan entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways," and these Special Provisions.

Utilizing a pilot car will be at the option of the Contractor. If the Contractor elects to use a pilot car, the cones shown along the centerline on the plan need not be placed. The pilot car shall have radio contact with personnel in the work area and the maximum speed of the pilot car through the traffic control zone shall be twenty-five miles per hour (25 m.p.h.).

Contractor shall submit a traffic control plan to the Engineer for approval prior to beginning any construction activities. All such plans shall conform to Section 12 "Construction Area Traffic Control Devices" of the Standard Specifications, the Manual of traffic controls, cited in Section 12 of the Standard Specifications, Caltrans Standard Plan T13 and these Special Provisions.



**TRAFFIC CONTROL PLAN:**

The traffic control plan, to be submitted by the Contractor, shall provide for controlling the traffic, including detours and road closures, on County roadways and the bike path in conjunction with the work. The traffic control plan shall be consistent with all specific site conditions and work conditions for this project, including utility and drainage facility adjustment and shoulder backing.

Contractor shall submit three (3) copies of a proposed traffic control plan to the Engineer for review and comments a minimum of five (5) working days prior to the pre-construction conference and a minimum of three (3) weeks prior to the start of construction. If the Contractor makes significant changes to the accepted traffic control plan, these changes must also be prepared and stamped by a civil engineer or traffic engineer.

The traffic control plan shall conform to Plans, Standard Specifications, the Manual of Traffic Controls, cited in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the Manual of traffic controls, cited in Section 12 of the Standard Specifications, Caltrans Standard Plan T13 and these Special Provisions.

The traffic control plan shall be accepted by the Engineer prior to the start of construction. The Contractor shall not proceed with any construction until proper traffic control has been provided to the satisfaction of the Engineer. Failure to comply with any specification herein or with direction from the Engineer may result in stoppage of the work until compliance is restored.

Any lost days due to improper traffic control will be charged against the Contractor's allowable working days.

Acceptance by the Engineer of the submitted traffic control plan shall in no way relieve the Contractor of his responsibility for any and all safety requirements conforming to the Standard Specifications, these Special Provisions or others of any public authority having jurisdiction for the safety of persons and property, or to protect them from damage, injury or loss.

**PAYMENT:**

The contract lump sum price paid for "TRAFFIC CONTROL SYSTEM" shall include full compensation for furnishing all labor (including flagging costs), materials (including signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the "Traffic Control System" as shown on the accepted plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and for furnishing the "Traffic Control Plan" acceptable to the Engineer, and no additional compensation will be allowed therefore.

Attention is directed to Sections 9-1.06, "Partial Payments", and 9-1.07, "Payment After Acceptance". Payments for the contract item "TRAFFIC CONTROL SYSTEM" will be made on the basis of the percent of work done on all items of work excluding the item for "TRAFFIC CONTROL SYSTEM".

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications, shall not apply to the item of "TRAFFIC CONTROL SYSTEM." Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.03,

"Force Account Payment," of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

Traffic control system required by work that is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

### **10-1.7 EXISTING HIGHWAY FACILITIES**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

#### **Remove Pavement Markers**

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of.

Full compensation for removing and disposing of pavement markers and underlying adhesive shall be considered as included in the various items of work and no separate payment will be made therefore.

#### **Remove Thermoplastic Traffic Stripes and Pavement Markings**

The first paragraph of Section 15-2.02B, "Traffic Stripes and Pavement Markings," of the Standard Specifications is amended to read:

**15-2.02B Traffic Stripes and Pavement Markings.** Traffic stripes and pavement markings shall be removed by any method that does not materially damage the existing pavement. Pavement marking images shall be removed in such a manner that the old message cannot be identified. Where grinding is used, the pavement marking image shall be removed by grinding a rectangular area. The minimum dimensions of the rectangle shall be the height and width of the pavement marking. Residue resulting from removal operations shall be removed from pavement surfaces by sweeping or vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters into drainage facilities.

Full compensation for removing thermoplastic traffic stripes and pavement markings shall be considered as included in the contract price paid for hot mix asphalt and no additional compensation will be allowed therefore.

**Nothing in these special provisions shall relieve the Contractor from the Contractor's responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.**

### **10-1.8 ADJUST MANHOLES**

Frames and covers of existing storm drain and sewer manholes and utility vaults shall be adjusted to grade in accordance with the provisions in Section 15-2.05, "Reconstruction," of the Standard Specifications, these Special Provisions and as directed by the Engineer.

The contract unit price for bid items 5, 13, and A5 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required to adjust all sanitary, storm drain, or utility manhole frames and covers or vaults to grade and no additional compensation will be allowed therefore.

Section 4-1.03B "Increased or Decreased Quantities" of the Standard Specifications shall not apply to this item. Compensation for the number of frames and covers adjusted will be made at the contract price regardless of the quantity adjusted and no additional compensation will be allowed therefore.

Frames and Covers shall be adjusted to new finished grade  $\pm \frac{1}{4}$ " (  $\frac{1}{2}$ " to  $\frac{3}{4}$ " below new finished grade above 2000' elevation ) measured at all locations along the edge of the lid. No adjustment shall begin prior to finish rolling of top lift of AC.

### **10-1.9 ADJUST VALVES, MONUMENTS, UTILITIES, & COM. VAULTS**

Frames and covers of existing water valve boxes, survey monument boxes, traffic control/loop detector hand hole boxes and sanitary sewer clean-out boxes, drainage inlets, etc. shall be adjusted to grade in accordance with the provisions in Section 15-2.05, "Reconstruction," of the Standard Specifications, these Special Provisions and as directed by the Engineer.

The contract unit price for bid items 6, 7, 14, 15, A6, and A7 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required to adjust all water, survey monument, traffic control and sanitary sewer clean-out boxes and no additional compensation will be allowed therefore.

Section 4-1.03B "Increased or Decreased Quantities" of the Standard Specifications shall not apply to this item. Compensation for the number of frames and covers adjusted will be made at the contract price regardless of the quantity adjusted and no additional compensation will be allowed therefore.

Utility Box Frames and Covers shall be adjusted to new finished grade  $\pm \frac{1}{4}$ " (  $\frac{1}{2}$ " to  $\frac{3}{4}$ " below new finished grade above 2000' elevation ) measured at all locations along the edge of the lid. No adjustment shall begin prior to finish rolling of top lift of AC.

### **10-1.10 COLD PLANE ASPHALT CONCRETE PAVEMENT**

#### **General**

#### **Summary**

This work includes cold planing existing asphalt concrete pavement.

#### **Sequencing and Scheduling**

Schedule cold planing activities so that not more than 24 hours elapses between the time the pavement is cold planed and the HMA is placed.

#### **Auburn Ravine Overpass Micro-Milling**

Cold milling equipment must be able to:

1. Remove concrete a minimum depth of 1/4 inch
2. Provide a surface relief of at most 1/4 inch

Cold milling equipment must have the following features:

1. 3 or 4 riding tracks
2. An automatic grade control system with electronic averaging having 3 sensors on each side of the equipment
3. A conveyer system that leaves no debris on the bridge
4. A drum that operates in an up-milling direction
5. Bullet tooth tools with tungsten carbide steel cutting tips

6. A maximum tool spacing of 1/4 inch
7. A maximum operating weight of 66,000 pounds
8. A maximum track unit weight of 6,000 pounds per foot
9. New tooth tools at the start of the job

Provide personnel on each side of the milling drum to monitor cold milling activities. Maintain constant radio communication with the operator during milling activities.

## **MATERIALS**

HMA for temporary tapers must be of the same quality as the HMA used elsewhere on the project or comply with "Minor Hot Mix Asphalt" of these special provisions.

## **CONSTRUCTION**

### **General**

Perform planing of asphalt concrete pavement without the use of a heating device to soften the pavement.

### **Cold Planing Equipment**

Cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the only available cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane until the Engineer approves your request.
2. Equipped with automatic controls to control the longitudinal grade and transverse slope of the cutter head and:
  - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and 1 piece unit. The entire length must be used in activating the sensor.
  - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint matching shoe may be used.
1. Equipped to effectively control dust generated by the planing operation.
4. Operated so that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

### **Grade Control and Surface Smoothness**

Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage remaining surface.

The completed surface of the planed asphalt concrete pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. The transverse slope of the planed surface must not vary more than 0.03 foot from the straightedge when placed at right angles to the centerline.

A drop-off of more than 0.15 foot is not allowed between adjacent lanes open to public traffic.

### **Temporary HMA Tapers**

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. HMA for temporary taper must be:

1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (Horizontal: Vertical) or flatter to the level of the planed area
2. Compacted by any method that will produce a smooth riding surface
3. Completely removed before placing the permanent surfacing. The removed material must be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

### **Disposal of Planed Material**

Remove cold planed material concurrent with planing activities, within 50 feet of the planer or as ordered.

Dispose of planed material and under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

## **MEASUREMENT AND PAYMENT**

Cold plane asphalt concrete pavement is measured and paid for by the square yard.

The contract price paid per square yard for Cold Plane Asphalt Concrete pavement includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including constructing, maintaining, removing temporary HMA tapers if applicable, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

### **10-1.11 SPECIAL REQUIREMENTS**

The Contractor shall deliver a "NOTICE" to all residents and businesses of properties which abut the project streets and those on connecting streets that have no other means of accessing their properties but through the A.C. Overlay project. The Contractor will provide a standard "NOTICE" form in sufficient numbers to permit distribution to all homes and businesses. The Contractor will complete the "NOTICE" forms by entering the name of the firm, local and toll-free telephone number, date of issuance, and shall indicate on the notice if the street is closed or open to through traffic only.

"NOTICE" forms shall be issued not later than forty-eight (48) hours prior to any type of work starting on the affected street. The Contractor shall be responsible for removing any "NOTICES" that were not removed by the resident or business after all work is completed by the Contractor or as directed by the Engineer. Any costs associated with towing of vehicles in the way of construction shall be borne

by the Contractor. "NOTICE" shall not be left in mailboxes, per Section PO11.2.1 of the Domestic Mail Manual (DMM). The Contractor shall be held liable for any fines.

The Contractor shall notify the Sheriff's Office, Fire Departments, Schools, CHP, U.S. Post Office, and the Engineer forty-eight (48) hours prior to any lane closure. Notification may be in conjunction with the scheduling requirements of the "**SCHEDULING**" portion of the Standard Specifications and these Special Provisions. The Contractor shall coordinate traffic control with the Sheriff's Department with respect to any special events that may be affected by construction activities. Particular attention shall be given to the construction of adequate facilities on any street to permit the passing of emergency vehicles.

None of the provisions specified herein shall be construed to restrict or prohibit, at any time, the prosecution of items of work which will not interfere with the use of existing streets.

Full compensation for all work associated with furnishing, distributing and removal, as required, of all Notices; for contracting and coordinating with applicable agencies, schools, etc.; and for all incidentals of work required within this Special Requirements section will be considered as included in the Contract prices for various items of work and no separate payment will be made therefore.

**NOTICE****DATE DELIVERED:**

Dear Property Owner:

In the interest of minimizing the inconvenience caused by the County's Public Works improvement project, we are providing you 48 hours' notice that the following work is proposed to be done along your property frontage beginning on \_\_\_\_\_ at a.m./p.m.

\_\_\_\_\_ Driveway

\_\_\_\_\_ Fencing

\_\_\_\_\_ Landscaping

\_\_\_\_\_ Road Frontage

\_\_\_\_\_ Drainage

\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We appreciate your patience and cooperation in while this work is underway.

Please call (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ to contact the Contractor if you have any questions or wish additional information regarding this work.

\_\_\_\_\_  
Contractor's Name

## **10-1.12 ASPHALT RUBBER CHIP SEAL – STRESS ABSORBING MEMBRANE INTERLAYER**

### **1. DESCRIPTION**

#### **1.1 GENERAL**

This project shall consist of a bituminous surface Stress Absorbing Membrane Interlayer (SAMI) composed of a single application of Asphalt-Rubber material and hot pre-coated 3/8" aggregate.

This specification requires the application of a specified blend of asphalt-rubber binder material (i.e. a field blend product). This specification expressly determines that the asphalt-rubber binder material specified herein (i.e. a field blend product) and modified binder, rubber modified asphalt or PG 76-22TR (i.e. terminal blend products) are sufficiently different such that they are not functionally equivalent. Therefore, any substitutions for the asphalt-rubber binder material specified herein, such as but not limited to any rubber modified asphalt binder (i.e. a terminal blend product) will not be accepted.

This project requires the application of asphalt rubber binder at a reduced rate in the wheel path of up to 0.15 gal/sq yd. Asphalt rubber binder seal coats applied to roadways with high truck traffic volume and high pavement temperatures may be susceptible to bleeding and/or flushing in the wheel paths. The Department's specification for asphalt rubber binder neither specifies nor requires patented or proprietary materials, equipment, devices, or processes.

### **2. MATERIAL COMPONENTS**

#### **2.1 ASPHALT CEMENT**

The type and grade of PG asphalt cement utilized to manufacture the Asphalt Rubber binder shall be PG 58-22, PG 64-16, or PG 70-10 which shall comply with requirements in Table #1.

Table #1 – PG Asphalt Cement Grading Requirements

<b>Climate</b>	<b>PG Grading</b>
Cold	PG 58-22
Moderate	PG 64-16
Hot	PG 70-10

- *The exact grade of PG asphalt cement, if different than PG 64-16, shall be determined by the Asphalt Rubber supplier dependent on the specific project requirements.*

#### **2.2 GRANULATED RECLAIMED TIRE RUBBER**

The CRM shall be produced primarily from the processing of whole automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only. The gradation of the CRM when tested in accordance with ASTM C-136 (dry sieve only) and using a 100 gram sample, shall meet the requirements in Table #2.



Table #2 - CRM Grading Requirements

Sieve Size	Reclaimed Tire CRM Percent Passing
#8 (2.36 mm)	100
#10 (2 mm)	95 - 100
#16 (1.18 mm)	45 - 75
#20 ( . mm)	---
#30 (600 µm)	2 - 20
#50 (300 µm)	0 - 10
#200 (75 µm)	---

The use of CRM from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual CRM particles, irrespective of diameter, shall not be greater in length than 3/16 of an inch (5mm).

The CRM shall have a specific gravity of  $1.15 \pm 0.05$  as determined by, and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent the rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement. The CRM shall be accepted by certification from the approved supplier. The Reclaimed Tire CRM material shall conform to the chemical analysis in Table # 3.

Table #3 - Reclaimed Tire CRM Chemical Requirements

Test	ASTM Test Method	Minimum	Maximum
Acetone Extract	D 297	6.0 %	16.0 %
Ash Content	D 297	----	8.0 %
Carbon Black Content	D 297	28.0 %	38.0 %
Rubber Hydrocarbon	D 297	42.0 %	65.0 %
Natural Rubber Content	D 297	22.0 %	39.0 %

### 2.3 ASPHALT RUBBER BINDER

The temperature of the blended PG asphalt cement shall not be less than 375° F nor more than 450° F when the CRM is homogenously blended, in the field. The combined materials shall be reacted for a minimum of 120 minutes after the incorporation of all the CRM. The Asphalt Rubber binder shall meet the requirements in Table #4, when the reaction/interaction is complete.

Table #4 - Specification Limits for (Asphalt Rubber Binder)

		Hot Climate	Moderate Climate	Cold Climate
Apparent viscosity, 347° F Spindle 3 @ 12 RPM: cps (ASTM D2669)	Min Max	1500 3500	1500 3500	1500 3500
Cone Penetration, 77° F (25° C), 150g, 5 sec; 1/10 dm (ASTM D217)	Min Max	15 45	20 70	25 100
Softening Point, (° C) (ASTM D36)	Min	64° C	62° C	60° C
Resilience, 77° F (25° C), % (ASTM D3407)	Min	40	35	25

The viscosity shall be conducted by using a hand held HAAKE VISCOMETER, with rotor 1, 24mm in depth x 53mm in height, or equivalent. When applying Asphalt Rubber, the reacted Asphalt Rubber binder shall be maintained at a temperature of not less than 375° F and no more than 425° F. If material in a batch of Asphalt Rubber binder is not used within six hours after the reaction period is complete, heating of the material shall be discontinued. When applying Asphalt Rubber, if the Asphalt Rubber binder temperature cools below 300° F and is then reheated, it shall be considered a reheat cycle. The total number of reheat cycles shall not exceed two (2). The binder materials shall be uniformly reheated to a temperature of not less than 320° F for application. Additional scrap tire CRM may be added to the reheated Asphalt Rubber binder and reacted for a minimum of 120 minutes and shall not exceed 10 percent of the total binder weight. Reheated Asphalt Rubber binder shall conform to the requirements for blended Asphalt Rubber binder.

#### 2.4 ASPHALT RUBBER BINDER FORMULATION

The Asphalt Rubber binder supplier, shall furnish to the Engineer within 15 days of the notice to proceed, the Asphalt Rubber binder formulations which shall contain the following information:

PG Asphalt Cement

Source of PG Asphalt

Grade of PG Asphalt

Percentage of PG Asphalt by total weight of the Asphalt Rubber mixture

Reclaimed Tire Rubber (CRM)

Source of CRM

Grade of CRM

Percentage of CRM by total weight of the Asphalt Rubber mixture

#### 2.5 AGGREGATE COVER MATERIAL

Aggregate shall be composed of clean and durable crushed rock or crushed gravel conforming to the following requirements:

If the aggregate is to be crushed stone, it shall be manufactured from sound, hard, durable material of accepted quality and crushed to specification size. All strata, streaks and pockets of clay, dirt, sandstone, soft rock or other unsuitable material accompanying the sound rock shall be discarded and not allowed to enter the crusher.

If the aggregate material is to be crushed gravel, it shall consist of hard, durable fragments of stone or gravel of accepted quality and crushed to specification size. All strata, streaks, pockets of sand, excessively fine gravel, clay or other unsuitable material including all stones, rocks and boulders of

inferior quality shall be discarded and not allowed to enter the crusher. The crushing of the gravel shall separate the #4, 3/8 and 1/2 inch sieves and shall have a minimum 95% of the particles with a minimum of one mechanically fractured face and 90% of the particles shall have a minimum of two mechanically fractured faces.

The crushed aggregate or crushed gravel shall not contain more than 8% by weight of flat or elongated pieces and shall be free from wood, roots and vegetable or other organic extraneous matter. The 3/8 inch crushed aggregate or crushed gravel shall have a minimum Cleanness Value (CV) of 80 and shall have a percentage of wear not more than 7 percent at 100 revolutions and not more than 30 percent at 500 revolutions, as determined by ASTM C131 or California Test Method 211.

The crushed aggregate for Asphalt Rubber binder applications shall meet the requirements for gradation given in Table 5.

Table 5 - Aggregate Gradation Requirements –Asphalt Rubber

3/8" Asphalt Rubber Aggregate Gradation	
Sieve Size	Percent Passing
1/2 inch (12 mm)	95 – 100
3/8 inch (9 mm)	70 – 85
1/4 inch (4.75 mm)	0 – 15
#8 (2.36 mm)	0 – 5
#200 (75 µm)	0 – 1
---	---

The aggregate to be utilized shall be hot pre-coated with 0.5 to 1.0 percent PG asphalt cement. The Engineer shall determine the appropriate amount of pre-coat. At no time shall the bag house fines be allowed to be reintroduced back into the hot coated aggregate. The pre-coated aggregate shall have a “salt and pepper” appearance and shall be supplied to the project site at 225° F to 325° F.

### 3. EQUIPMENT

#### 3.1 GENERAL

The equipment used by the Contractor for pavement cleaning and excess aggregate removal shall include operational top dumping pick-up brooms.

#### 3.2 ASPHALT RUBBER EQUIPMENT

All equipment utilized in the production and application of AR binder material shall be described as follows:

- a) A PG asphalt cement heating tank with a hot oil heat transfer system or a retort heating system capable of heating the PG asphalt cement to the proper temperature for blending with the CRM.
- b) An Asphalt Rubber mechanical blender shall have a two-stage continuous mixing process capable of producing a homogenous blend of PG asphalt cement and CRM, at the mix design specified ratios, as directed by the Engineer. The mechanical blender shall be equipped with a dual hopper granulated rubber feed system capable of supplying the PG asphalt cement feed system, as not to

interrupt the continuity of the blending process. The maximum capacity of the primary blending vessel shall be 500 gallons. Both the primary and secondary blenders shall be equipped with an agitation device orientated vertically in the blending vessel. The mechanical blender shall be capable of fully blending the individual modifier particles (CRM) with the PG asphalt cement. A separate PG asphalt cement feed pump and finished product pump are required. This unit shall have a PG asphalt cement totalizing meter in gallons and a flow rate meter in gallons per minute.

- c) A distributor truck equipped with a heating unit, and an internal mixing device capable of maintaining a uniform mixture of PG asphalt cement and CRM. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Asphalt Rubber binder material within a 5% tolerance of the specified application rate, and must achieve a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all the spray bar tips are in full view and readily assessable for unplugging, if a plugged tip should occur. The distributor truck shall also require a thermometer and a computer rate control (CRC)

### 3.3 AGGREGATE COVER MATERIAL SPREADER

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the pre-coated aggregate to the front, and a full width spreading hopper. The spreader shall be in good mechanical condition and shall be capable of applying the cover aggregate uniformly across the spread width and at the specified application rate, and heat-treated belts should be installed on the chip spreader.

### 3.4 ROLLING EQUIPMENT

Sufficient rollers shall be used to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the aggregate spreader as the aggregate is being placed. Three (3) complete passes with the pneumatic tire rollers shall be made. The pneumatic-tired rollers' shall carry a minimum loading of 3,000 pounds on each wheel and a minimum pressure of 90 pounds per square inch in each tire. Foam filled tires can be utilized.

### 3.5 HAULING EQUIPMENT

Trucks for hauling the pre-coated cover aggregate shall be tailgate discharge and shall be equipped with a device to lock onto the hitch of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short of a bed which results in aggregate spillage while dumping into the receiving hopper.

## 4. CONSTRUCTION METHODS

### 4.1 GENERAL

Immediately prior to the application of the Asphalt Rubber binder chip seal application, the surface shall be clean in order to insure adequate adhesion of the Asphalt Rubber to the existing pavement surface.

### 4.2 WEATHER CONDITIONS

Asphalt Rubber binder material shall be applied only when the existing surface is dry and the atmospheric temperature is above 50° F and rising. No material shall be applied when predicted

chance of rain is higher than 75 % or when the wind is in excess of 20 mph, as directed by the Engineer.

#### 4.3 ASPHALT RUBBER BINDER - MIXING AND REACTION

Concerning the Asphalt Rubber binder, the percentage of Reclaimed Tire Rubber CRM shall be a minimum of 18 percent by weight of the total Asphalt Rubber mixture; the exact CRM content shall be determined by the binder design submitted by the Asphalt Rubber supplier. During Asphalt Rubber binder manufacture the CRM percentage shall not fluctuate by more than 1 (one) percent by weight of total Asphalt Rubber mixture, as determined by the original laboratory binder design. .

The temperature of the PG asphalt cement shall be between 375° F and 450° F at the addition of the CRM. The PG asphalt cement, CRM shall be combined and mixed together in the Asphalt Rubber binder, and reacted in the distributor truck or a reaction vessel for a minimum period of 120 minutes from the time the CRM is blended with the PG asphalt cement. The temperature of the Asphalt Rubber binder shall be above 375° F during the reaction period, but shall not exceed 425° F at any time.

When a job delay occurs after full reaction, the Asphalt Rubber binder may be allowed to cool. For application, the Asphalt Rubber binder shall be re-heated slowly just prior to application to a temperature between 375° F and 425° F. An additional quantity of PG asphalt cement and/or CRM may be added to only to Asphalt Rubber binder as required to produce a material with the appropriate viscosity.

#### 4.4 APPLICATION OF ASPHALT RUBBER BINDER

Placement of the Asphalt Rubber shall proceed only under the following conditions:

- a) The pavement surface temperature shall be 60° F and rising.
- b) The pavement surface is clean and dry.
- c) The wind conditions do not exceed 20 mph.
- d) All of the construction equipment such as the Asphalt-Rubber distributor, aggregate spreader, haul trucks loaded with cover material, rollers and brooms are in position and ready to commence placement operations.
- e) Chance of rain does not exceed 75%.

Asphalt Rubber binder shall be applied to the roadway following the mixing, reacting and blending of Asphalt Rubber binder at a rate of 0.55 to 0.65 gallons per square yard.

Distributor bar height, tip size, distribution, speed and shielding materials shall be utilized to reduce the effects of excess wind upon the spray distribution (fan), of each binder. The Engineer shall delay or reschedule work when high gusting or dusty winds in excess of 20 mph prevent or adversely affect binder or aggregate application.

The application of Asphalt Rubber binder to areas not accessible with the distributor bar on the distributor truck shall be accomplished by using a squeegee or other means approved by the Engineer. The application width shall not exceed 12 feet at any time. Spreader trucks must be equipped with a 12-foot spray bar and single fold wings. Other spray bar configurations will not be allowed.

This project allows the application of asphalt rubber binder at a reduced rate in the wheel path of up to 0.15 gal/sq yd. Asphalt rubber binder seal coats applied to roadways with high truck traffic volume and high pavement temperatures may be susceptible to bleeding and/or flushing in the wheel paths.

Apply the asphalt rubber binder at a reduced rate in the wheel path of up to 0.15 gal/sq yd. The Engineer determines the exact rate. Verify the application rate in the wheel path and the non-wheel path daily, by the California Test 339M, modified as follows:

A. Scope

Modified California Test 339 describes the procedure for determining the transverse spread rate of a bituminous distributor in gallons per square yard.

B. Apparatus

1. Balance sensitive to 0.1 gram with a minimum capacity of  $\pm 2,000$  grams.
2. Suitable weighing box with windshield or enclosed area for balance to ensure no impacts from wind conditions.
3. Balance table and/or work bench.

C. Materials

1. 8" x 12" Galvanized Sheet Metal Plates -28 gauge. Verify size of the metal plates used in calculations in Section F.
2. Polyester Filter Roll material.
3. Cementing material.
4. 10" x 13" min. - Manila Envelopes.
5. 30 pound Roofing Felt

Paper. Note:

The roofing felt paper is available at most home supply stores or roofing suppliers.

D. Preparation of the Test Plates

1. Cut the polyester material from the roll to an 8" x 12" size and cement to the 8" x 12" plate.
2. Number the bottom of each metal plate. One plate for each one (1) foot of roadway surface to be sprayed.
3. Number each manila envelope.
4. Weigh each test plate + polyester filter placed in each manila envelope.
5. Cut the roofing felt paper to a width of 18".

E. Sampling

1. Prior to the distributor approaching, place the roofing felt paper transversely across the pavement surface at the test location and secure with duct tape.
2. Place the metal plates with the 12" width, transversely across the pavement surface, centered on the roofing felt paper.
3. If desired, mark the test location outside the spray area for future reference.
4. After the distributor vehicle has passed, slide the roofing felt paper off the roadway with the test plates remaining in place, and let cool for a minimum of five minutes.
5. Remove each separate metal plate with the polyester material and binder and place in the properly numbered manila envelope. Care should be taken to ensure that each plate has no material loss.
6. Proceed to weighing area and weigh each of the test plates and the manila envelopes and record as the Gross Weight.
7. Determine the Net Weight of the binder.

F. Calculations

To determine the spread rate the following is required:

1. The Specific Gravity of the binder.
2. The field application temperature.

Calculate the spread rate as follows for each plate:

$$1. \frac{\text{_____ Sp.Gr.}}{\text{x 62.4 lbs/cf x } \frac{1}{7.48 \text{ lbs/gal}} \text{ x ATF} = \text{_____ lbs/gal at 60°F.}$$

Where:

Sp. Gr. – Binder Specific Gravity

lbs – pounds

cf – cubic feet

gal – gallon

ATF – Application Temperature Factor. Use Column A from Temperature Conversion Table in Section 93 of the Standard Specifications when the density at 60°F is greater than 60.3 lbs/cf (0.9963).

$$2. \text{_____ lbs/gal x 0.074 sq.yd** x 454 grams/lbs} = \text{_____ grams x sq.yd/gal}$$

Where:

\*\* Test Plate 8" x 12" = 96 sq. in.

$$\frac{96 \text{ sq.in.}}{1,296 \text{ sq.in./sq.yd}} = 0.0741 \text{ sq.yd}$$

sq.yd – square yard

sq. in. – square inches

Verify plate dimensions and adjust accordingly.

$$3. \frac{\text{Net Weight of Binder grams}}{\text{\#2 Above grams x sq.yd/gal}} = \text{_____ gal/sq.yd (spread rate).}$$

4. Record the spread rate for each plate across the lane.

The Contractor shall comply with all Federal, State and Local environmental laws, regulations and ordinances.

#### 4.5 APPLICATION OF AGGREGATE COVER MATERIAL

The 3/8 inch cover material shall be applied immediately onto the Asphalt Rubber membrane at a rate of 28 to 34 pounds per square yard. The actual rate selected within this range will be determined in the field based on the appearance of the Asphalt Rubber chip seal after initial rolling.

At the time of application the temperature of the aggregate shall range from 225° F to 325° F.

#### 4.6 ROLLING

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader (chip-box) as the aggregate is being placed. If the spreading is stopped for an extended period, the cover material spreader (chip-box) shall be moved ahead or off the chip seal surface so that all cover material may be immediately rolled. Three complete passes shall be made with the pneumatic rollers.



**SECTION 39 HOT MIX ASPHALT****39-1 GENERAL****39-1.01 GENERAL**

**Section 39 of the 2015 Standard Specifications is hereby incorporated in their entirety.**

**39-1.02 SAFETY EDGE**

Utilize an approved Safety Edges<sup>SM</sup> system to create a sloped edge profile onto the roadway shoulder. Utilize an approved Safety Edges<sup>SM</sup> system that compacts the AC and provides a sloped wedge equal to 1:1.2 to 1:2.0 measured from the pavement surface cross slope extended. The use of a single plate strike off is not allowed. The Safety Edges<sup>SM</sup> shall be constructed monolithically with the AC pavement.

Utilize an approved Safety Edges<sup>SM</sup> system that is adjustable to accommodate varying paving thicknesses.

All Safety Edges<sup>SM</sup> systems to be used for the purpose of creating a Safety Edges<sup>SM</sup> must meet the approval of the Engineer. The Engineer may require proof that the system has been used on previous projects with acceptable results or may require a test section constructed prior to the beginning of work to demonstrate the edge shape and compaction to the satisfaction of the Engineer.

**39-2 FIBER REINFORCED HMA – TAHOE****39-2.01 DESCRIPTION**

Furnish all materials, equipment, labor, and incidentals for mixing aramid fiber into HMA or WMA per this specification. Aramid fibers must be treated to prevent them from becoming airborne during the mixing process, and the treatment must become soluble in the asphalt binder. Treated aramid fiber shall be continuously fed and mixed into HMA or WMA per dosage and mixing requirements of this specification. A certified QA/QC mixing technician shall perform continuous feeding of the treated aramid fibers into the asphalt during plant mixing operations for all of the Fiber Reinforced HMA/WMA quantities required for the project, and a daily QA/QC certification report must be submitted upon project completion.

**39-2.02 DEFINITIONS**

- a. “HMA” is hot mix asphalt, without aramid fiber.
- b. “Fiber Reinforced HMA” is hot mix asphalt including aramid fibers.
- c. “WMA” is warm mix asphalt, without aramid fiber.
- d. “Fiber Reinforced WMA” is warm mix asphalt including aramid fibers.
- e. “Aramid fiber” is pure aramid fiber meeting the material properties of this specification, without additive materials.
- f. “Treatment” is the binder material used to facilitate the proper amount of the aramid fiber into the HMA or WMA so that the aramid fiber does not become airborne.
- g. “Dosage rate” is the minimum weight of treated aramid per ton of asphalt that is to be continuously fed into HMA/WMA.



- h. “Continuous feeding” is metering and delivering in a constant stream-like manner the dosage rate of treated aramid into the HMA/WMA during the asphalt mixing process at the plant.
- i. “Manufacturer” is the company that produces the aramid fiber from raw materials.
- j. “Supplier” is the company that offers an aramid product.

### 39-2.03 MATERIALS

Meet the following Aramid and Treatment material properties.

<b><u>Aramid Properties</u></b>	<b><u>Measure</u></b>
Material	Para-Aramid Fiber (50-52% by weight)
Form	Filament Yarn
Tensile Strength	> 2.758 (GPa)
Elongation at Break	< 4.4 (%)
Modulus	> 95 (GPa)
Specific Gravity	1.44-1.45 (g/cm <sup>3</sup> )
Decomposition Temperature	> 800 (°F)

<b><u>Treatment Properties</u></b>	<b><u>Measure</u></b>
Treatment Type	Sasobit® Wax (48-50% by weight)
Treatment Melting Temperature	> 175 (°F)

<b><u>Short Cut Aramid Fiber Bundles</u></b>	<b><u>Measure</u></b>
Length	1.5 +/-0.05 (inch)
Appearance/Handling	Free Flowing Coated Fiber Bundles (visual)

### 39-2.04 SUBMITTALS

Provide the following from the product supplier at least two weeks prior to asphalt production.

1. Identify the mixing plant and type (Batch or Continuous Drum).
2. Material data sheet for the treated aramid fiber describing aramid fiber and treatment properties, including the type, weight, and flash point of treatment material.
3. A certified QA/QC mixing plan including procedures for continuously feeding the aramid fiber into the asphalt. The fiber supplier must approve the QA/QC mixing plan and provide certification of the QA/QC mixing technician at the asphalt mixing plant who is responsible for continuous feeding of the fiber into the HMA or WMA. The continuous feeding can be accomplished by using either manual machine or automated machine equipment for the entire fiber mixing process.

### 39-2.05 JOB MIX FORMULA

When treated aramid fiber is required as a mixture ingredient, modification to the job mix formula is not required.

### 39-2.06 STORAGE REQUIREMENTS

Store treated aramid product in a dry environment and do not allow it to be in contact with moisture.

### 39-2.07 DOSAGE & MIXING REQUIREMENTS

The aramid dosage rate is 2.1 ounces (+/- 5%) per ton of HMA/WMA. This does not include the treatment weight. For uniform disbursement, treated aramid shall be metered and continuously fed in a constant stream-like manner. It shall be mixed with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process at the Batch or Continuous Drum Plant per below.

**1. Batch Plant**

Feed treated aramid with automated dosing machine operated by a certified QA/QC mixing technician, directly into the weigh hopper. HMA/WMA batch dry mix times will need to be 20 seconds minimum to ensure proper aramid distribution. Metering shall be based on batch size (tons) and dosage rate (oz/ton). Feeding shall occur in a constant stream-like manner as the heated aggregate is added to the weigh hopper. If necessary, increase the mixing time with heated aggregates to ensure the aramid fibers are uniformly distributed.

**2. Continuous Drum Plant**

Feed treated aramid with automated dosing machine operated by a certified QA/QC mixing technician directly into the mixing drum through the RAP Collar. Standard project HMA/WMA asphalt production rates apply. Metering shall be calibrated by the automated dosing machine based on the asphalt production rate (tons/hr), and the dosage rate (oz/ton). Feeding shall occur in a constant stream-like manner through the RAP Collar.

**39-2.08 INSPECTION**

Visual inspection shall be performed during the mixing process to verify uniform distribution of aramid fiber.

**39-2.09 FIBER REINFORCED HMA/WMA PLACEMENT**

All construction, mixture and density requirements of the asphalt as detailed in the Standard Specifications shall apply.

**39-2.10 ACCEPTANCE**

Acceptance of the reinforced HMA/WMA will include the following factors:

1. The owner/specifier shall receive from the contractor a Daily QA/QC report which certifies that the metering and continuous feeding was performed per the Dosage rate and all other requirements of this specification by a certified technician, and that visual inspection was performed during the mixing process to certify that no clumping of aramid fiber or treatment product occurred.
2. All other construction, mixture and density requirements of the asphalt as detailed in the Standard Specifications shall apply.

**39-2.11 BASIS OF PAYMENT**

Each ton of Fiber Reinforced HMA/WMA placed according to this specification will be measured and paid for at the contract unit bid price per ton and shall include full compensation for furnishing all material labor, tools, equipment, QA/QC mixing and reporting, and incidentals for doing all the work involved in metering and feeding the treated aramid fiber, and placement and compaction of the Fiber Reinforced HMA/WMA.

^^



INFORMATION ONLY, NOT TO BE COMPLETED WITH BID  
(to be completed by the Local Agency upon award of contract)

**SAMPLE CONSTRUCTION CONTRACT  
CONTRACT NO. 1246**

**STATE OF CALIFORNIA  
COUNTY OF PLACER  
DEPARTMENT OF PUBLIC WORKS**

**CONSTRUCTION CONTRACT**

THIS CONTRACT is made on the date set forth below, by and between the COUNTY OF PLACER, a political subdivision of the State of California (hereinafter "COUNTY"), and \_\_\_\_\_, A California Corporation, hereinafter "CONTRACTOR"). The COUNTY and CONTRACTOR for the consideration hereinafter mentioned agree as follows:

**ARTICLE 1: SCOPE OF WORK**

- 1.1. CONTRACTOR agrees to furnish all work, labor, tools, materials, transportation, equipment, services, and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements as called for, and in the manner designated in, and in strict conformity with **Contract No. 1252** entitled: **2020 HOT MIX ASPHALT OVERLAY**, hereafter "PROJECT", in compliance with the Contract Documents as described in Article 3.
- 1.2. CONTRACTOR understands and agrees that the work, labor, tools, materials, transportation, equipment, incidentals, services and other means of construction for the Project shall be furnished and the work performed as required in the Contract Documents under the sole direction and control of CONTRACTOR, and subject to the inspection and approval of the COUNTY, or its representatives.

**ARTICLE 2: CONTRACT PRICE**

- 2.1. The COUNTY agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of

(\$ ) \_\_\_\_\_ subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3: CONTRACT DOCUMENTS**

- 3.1. The complete Contract consists of the following documents, to wit:
  - Notice to Bidders
  - Executed Proposal, including the Bidder's Bond
  - Construction Contract
  - Project Plans for this Project
  - Special Provisions for this Project
  - Caltrans Standard Specifications, dated 2015
  - Placer County General Specifications, dated April 2016
  - Caltrans Traffic Manual, dated May 2006

## INFORMATION ONLY, NOT TO BE COMPLETED WITH BID

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Equipment Rental Rates and General Prevailing Wage Rates of the State of California, Department of Transportation, and where applicable, Federal wage rates and Section 14 Federal funds enclosures

Executed Performance Bond

Executed Payment Bond

- 3.2. Any and all obligations of the COUNTY and the CONTRACTOR are fully set forth and described in the above documents. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes collectively referred to as the Contract Documents.

**ARTICLE 4: TIME FOR PERFORMANCE - LIQUIDATED DAMAGES**

- 4.1. The Commencement date of the Contract for determination of the time for completion shall be the date CONTRACTOR is directed to proceed by the Director of Public Works, as stated in the Notice to Proceed. The CONTRACTOR shall complete all work required by the Contract within **35 working days** after said commencement date, as adjusted and provided for in the Contract Documents.
- 4.2. In the event CONTRACTOR does not complete all work required by the Contract within the time specified above, liquidated damages shall be imposed upon the CONTRACTOR. CONTRACTOR agrees that if all the work called for under this Contract in all parts and requirements is not completed within the performance time period set forth above, damage will be sustained by COUNTY. As it is and will be impracticable to ascertain and determine the actual damage the COUNTY will sustain, CONTRACTOR agrees to pay to COUNTY **THREE THOUSAND NINE HUNDRED DOLLARS (\$3,000)** per calendar day for each and every day(s) delay in finishing the work in excess of the working days described. Time is of the essence in this contract. CONTRACTOR further agrees that COUNTY may deduct the amount of these damages from any moneys due or that may become due the CONTRACTOR under this Contract. To the extent appropriate, as determined by COUNTY in its sole discretion, COUNTY shall administer this Article in accordance with the California Department of Transportation Standard Specifications Section 8-1.10 Liquidated Damages, dated 2015.

**ARTICLE 5: REQUIRED CONTRACT LANGUAGE****5.1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The COUNTY and all officers, employees, outside parties hired to inspect the work and volunteers thereof connected with the work, including, but not limited to, the Director and the Engineer, shall not be answerable or accountable in any manner: for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either workmen or the public; or for damage to property from any cause which might have been prevented by the CONTRACTOR or his workmen or anyone employed by him.

The CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workmen and the public or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

## INFORMATION ONLY, NOT TO BE COMPLETED WITH BID

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The CONTRACTOR shall indemnify and save harmless the COUNTY and all officers, employees, outside parties hired to inspect the work and volunteers thereof connected with the work, including, but not limited to, the Director and the Engineer, from all claims, suits, or actions of every name, kind, and description brought forth or on account of injuries to or death of any person, including, but not limited to, workmen and the public or damage to property resulting from the performance of the contract except as otherwise provided by statute. The duty of the CONTRACTOR to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights to any type of express or implied indemnity against the COUNTY, its officers or employees.

It is the intent of the parties that the CONTRACTOR will indemnify and hold harmless the COUNTY, its officers, employees and agents, from any and all claims, suits, or actions as set forth above, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the CONTRACTOR, the subcontractor or employee of any of these, other than the active negligence of the COUNTY, its officers and employees.

## 5.2. INSURANCE

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

## 5.3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

## INFORMATION ONLY, NOT TO BE COMPLETED WITH BID

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CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

## 5.4. GENERAL LIABILITY INSURANCE

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Premises and operations;
  - (2) Products and completed operations;
  - (3) Contractual liability insuring the obligations assumed by PROVIDER in this Agreement;
  - (4) Broad form property damage (including completed operations);
  - (5) Explosion, collapse, and underground hazards;
  - (6) Personal injury liability; and

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

- B. One of the following forms is required:
- (1) Comprehensive General Liability;
  - (2) Commercial General Liability (Occurrence); or
  - (3) Commercial General Liability (Claims Made).
- C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- \$2,000,000 each occurrence
  - \$4,000,000 aggregate
- D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
    - \$2,000,000 each occurrence (combined single limit for bodily injury and property damage)
    - \$2,000,000 for Personal Injury Liability
    - \$2,000,000 for Products-Completed Operations
    - \$4,000,000 General Aggregate
  - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be \$4,000,000.
- E. Special Claims Made Policy Form Provisions:  
CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:
- (1) The limits of liability shall not be less than:
    - \$2,000,000 each occurrence (combined single limit for bodily injury and property damage)



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→\$2,000,000 for Personal Injury Liability

→\$2,000,000 aggregate for Products Completed Operations

→\$4,000,000 General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

**5.5. ENDORCEMENTS**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

**5.6. AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

**5.7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):**

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less \$1,000,000.

**5.8. POLLUTION LIABILITY:**

Contractor shall purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of \$1,000,000 covering liability arising from the sudden and accidental release of pollution on the Facility Site.

**5.9. ADDITIONAL REQUIREMENTS:**

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.



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Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

**ARTICLE 7: PRECEDENCE IN CONFLICTING DOCUMENTS**

- 7.1. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as acceptance of the said terms of said proposal conflicting herewith.

**ARTICLE 8: BOND REQUIREMENTS**

- 8.1. CONTRACTOR shall furnish both a Faithful Performance Bond and a Payment Bond (hereinafter collectively "Bonds") in the full amount of the Contract on the forms provided by the COUNTY. COUNTY shall retain the Performance Bond for a one-year guarantee period from the date of the COUNTY'S acceptance of the work.
- 8.2. The bonds shall be obtained from a California admitted surety, that is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by COUNTY.
- 8.3. In case of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control, and the Bonds shall be deemed to be amended thereby.
- 8.4. CONTRACTOR agrees to obtain the consent of the surety, if required, to any change, extension of time, alteration, or addition to any of the terms of the Contract Documents.

**ARTICLE 9: COMPLIANCE WITH LAWS**

- 9.1. CONTRACTOR is an independent contractor and shall, at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits (unless specifically stated elsewhere in the Contract Documents to be obtained by COUNTY) and licenses therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and

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contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to CONTRACTOR'S employees, whether levied under existing or subsequently enacted laws, rules or regulations. CONTRACTOR shall also pay all property tax assessments on materials or equipment used until acceptance by COUNTY. If any discrepancy or inconsistency is discovered in any of the Contract Documents in relation to any such law, rule, ordinance, regulation, order or decree, the CONTRACTOR shall forthwith report the same to the COUNTY in writing.

- 9.2. Without limitation, materials furnished and performance by CONTRACTOR hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor, and any other applicable state or federal regulations.
- 9.3. CONTRACTOR, upon request, shall furnish evidence satisfactory to COUNTY that any or all of the foregoing obligations have been or are being fulfilled. CONTRACTOR warrants to COUNTY that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, or will have, throughout the progress of the work, the necessary experience, skill, and financial resources to enable it to perform this Contract.
- 9.4. CONTRACTOR is required to ensure that material safety data sheets (MSDS's) for any material requiring a MSDS pursuant to any federal or state law are available in a readily accessible place on the Project premises. CONTRACTOR is also required to insure (a) the proper labeling of any substance brought onto the Project premises by CONTRACTOR or any subcontractors or material suppliers, and (b) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.
- 9.5. CONTRACTOR is required to comply with Health & Safety Sections 25249 et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.
- 9.6. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all regulations or other requirements issued pursuant to that Act, including, without limitation, United States Department of Agriculture nondiscrimination regulations found at 7 CFR Part 15.

**ARTICLE 10: PROGRESS SCHEDULE**

- 10.1. The CONTRACTOR shall submit within ten (10) days (or as specified in the Special Provisions for this Project) after execution of the Contract a detailed work schedule or schedules that details the actions of the CONTRACTOR and Subcontractors working at the Site in accordance with the requirements specified in Special Provisions. This schedule(s) shall show the dates at which the CONTRACTOR will start and complete the several parts of the work and shall conform to the completion time specified in the Contract. The COUNTY may submit comments on the work schedule. Acceptance of the schedule by COUNTY shall not constitute approval of the Plan by CONTRACTOR for completion of the work.
- 10.2. The CONTRACTOR shall review and, if necessary, revise the progress schedule at least once a month or as specified in the Special Provisions for this Project. In any event, the CONTRACTOR shall submit a current schedule to the Engineer at the Engineer's request at any time during the Contract period.
- 10.3. No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the Engineer. An updated schedule shall be required from the

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CONTRACTOR if the project falls ten (10) working days behind schedule. For delays or portions of delays for which the CONTRACTOR is responsible, no payment will be made, or time extension allowed for increase in work force, equipment, and working hours needed to put the Project on schedule.

**ARTICLE 11: PROMPT PAYMENT PROVISIONS**

- 11.1. Prompt payment provisions in accordance with Section 20104.50 of the Public Contract Code shall apply to this contract.
- 11.2. If COUNTY fails to make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from CONTRACTOR, COUNTY shall pay interest to CONTRACTOR equivalent to 0.833% per month (10% per annum).
- 11.3. COUNTY shall review each payment request as soon as practicable after receipt to determine whether the payment request is proper. Any payment request determined to be an improper payment request shall be returned to CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

**ARTICLE 12: ANTITRUST CLAIM ASSIGNMENT**

- 12.1. In entering into a Public Works contract or a subcontract to supply goods, services, or materials pursuant this Contract, the CONTRACTOR and all subcontractors shall offer and agree to assign to COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective at the time the COUNTY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

**ARTICLE 13: PREVAILING WAGES**

- 13.1. CONTRACTOR acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The CONTRACTOR agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements and Labor Code section 1770 et seq. CONTRACTOR agrees specifically to comply with the provisions of Labor Code sections 1720, 1773.3, 1776, and 1777.5, as well as Section 7-1.01A of the Department of Transportation Standard Specifications and these Contract Documents.

**ARTICLE 14: SEVERABILITY**

- 14.1. Nothing contained in the Contract Documents shall be construed to require the commission of any act contrary to law. Should a conflict arise between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as previously mentioned, such illegality shall not affect the validity of this Contract.

**ARTICLE 15: COMPLETE AGREEMENT**

**INFORMATION ONLY, NOT TO BE COMPLETED WITH BID**

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- 15.1. These Contract Documents supersede any and all agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party, which is not embodied herein, or any other agreement, statement, or promise not contained in these Contract Documents shall be valid and binding.

**ARTICLE 16: INTERPRETATION**

- 16.1. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- 16.2. In case of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

**ARTICLE 17: GOVERNING LAW**

- 17.1. This Contract is subject to the laws and jurisdiction of the State of California. Venue for any legal proceeding brought in conjunction with this Contract shall be the Superior Court of the County of Placer, State of California. Contractor waives any federal court removal and/or original jurisdiction rights it may have pursuant to any applicable law.

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### ARTICLE 18: BID ITEMS

### BID ITEM LIST

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
<b>WESTERN PLACER COUNTY</b>					
01	Traffic Control System	LS	1		
02	Cold Plane AC	SY			
03	Paving Fabric and Oil	SY			
04	1/2" RHMA (PG 64-16)	TON			
05	Adjust Manholes	EA			
06	Adjust Valves / Monuments	EA			
07	Adjust Drainage Inlets / Com Vaults	EA			
SUB-TOTAL FOR WESTERN PLACER COUNTY:					
<b>EASTERN PLACER COUNTY</b>					
08	Traffic Control System	LS	1		
09	Cold Plane AC	SY			
10	1/2" Fiber Reinforced HMA (PG 64-28)	TON			
11	3/8" AR Chip Seal (SAMI)	SY			
12	Adjust Manholes	EA			
13	Adjust Valves / Monuments	EA			
14	Adjust Drainage Inlets / Com Vaults	EA			
SUB-TOTAL FOR EASTERN PLACER COUNTY:					
<b>MICRO-MILL AUBURN RAVINE OVERPASS</b>					
15	Traffic Control System	LS	1		
16	Micro-mill AC	SY			
17	Paving Fabric and Oil	SY			
18	1/2" RHMA (PG 64-16)	TON			
MICRO-MILL AUBURN RAVINE OVERPASS SUB-TOTAL:					
<b>BASE BID TOTAL:</b>					
<b>ADDITIVE ALTERNATE</b>					
A1	Traffic Control System	LS			
A2	Cold Plane AC	SY			
A3	Paving Fabric and Oil	SY			
A4	1/2" RHMA (PG 64-16)	TON			
A5	Adjust Manholes	EA			
A6	Adjust Valves / Monuments	EA			

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A7	Adjust Drainage Inlets / Com Vaults	EA			
ADDITIVE ALTERNATE TOTAL:					
ENTIRE PROPOSAL TOTAL:					

**TOTAL BID**\_\_\_\_\_

NOTE: "**TOTAL BID**" is only on the last page of the Bid Item List.

\_\_\_\_\_  
**NAME OF CONTRACTOR**

\_\_\_\_\_  
**NAME OF COMPANY**

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(to be completed by the Local Agency upon award of contract)

WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

**APPROVED AS TO PROCEDURE**

By: \_\_\_\_\_

Ken Grehm, Director

Department of Public Works

\_\_\_\_\_  
Date**APPROVED AS TO FUNDS**

By: \_\_\_\_\_

\_\_\_\_\_  
Auditor – Controller, Placer County\_\_\_\_\_  
Date**APPROVED AS TO FORM**

By: \_\_\_\_\_

\_\_\_\_\_  
County Counsel, Placer County\_\_\_\_\_  
Date**“COUNTY”  
COUNTY OF PLACER**

By: \_\_\_\_\_

\_\_\_\_\_  
Board of Supervisors\_\_\_\_\_  
Date**“CONTRACTOR”**

(Type full legal name of contractor, entity type, state of organization here)

Example: XYZ Corp., Inc.  
A California Corporation  
A Nevada Partnership

By: \_\_\_\_\_

Signature # 1 (Notarized)

\_\_\_\_\_  
Print Name and Title\_\_\_\_\_  
Date

By: \_\_\_\_\_

Signature # 2 (Notarized)

\_\_\_\_\_  
Print Name and Title\_\_\_\_\_  
Date

Licensed in accordance with an act providing for the registration of Contractors,

Contractor's License Number: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

"If Contractor is a corporation, contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Contractor is another type of business entity, such as a partnership or limited liability company, contract must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

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**CERTIFICATION**

**LABOR CODE SECTION 1861**

STATE OF CALIFORNIA)  
COUNTY OF PLACER)

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Executed at: \_\_\_\_\_  
On: \_\_\_\_\_

I certify under the penalty of perjury that the foregoing is true and correct.

**CONTRACTOR - EMPLOYER**

BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_



INFORMATION ONLY, NOT TO BE COMPLETED WITH BID  
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**BOND FOR LABOR AND MATERIALS**

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, COUNTY OF PLACER, STATE OF CALIFORNIA, hereinafter called the "Owner" has awarded to \_\_\_\_\_, as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

PLACER COUNTY 2020 SURFACE TREATMENT CONTRACT NO. 1252

AND, WHEREAS, the Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and \_\_\_\_\_ Surety, are held and firmly bound unto the Owner in the amount required by law, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

2. This bond shall inure to the benefit of any persons named in Civil Code section 9100 as to give a right of action to such persons or their assigned in any suit brought upon this bond.

3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever, shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.

4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code sections 7103, 10221, and 10222, of Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.

5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.

6. This bond to become effective \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
COUNTY COUNSEL  
PLACER COUNTY

By \_\_\_\_\_  
\*SURETY Attorney-In-Fact  
(Signature must be notarized)

By \_\_\_\_\_  
CONTRACTOR  
(Signature must be notarized)

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Address of Surety: \_\_\_\_\_

- **ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH COUNTY CLERK OF PLACER COUNTY OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID  
(to be completed by the Local Agency upon award of contract)  
**BOND OF FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS THAT WE \_\_\_\_\_, The Contractor in the Contract hereto annexed, as principal, and \_\_\_\_\_ as surety are held and firmly bound unto the County of Placer in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is that if said principal as Contractor in the contract hereto annexed shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the County, necessary to perform and complete, and to perform and complete in a good workmanlike manner, and to guarantee acceptable performance of the work for a period of one year following the acceptance of the project, the work of PLACER COUNTY 2020 SURFACE TREATMENT

NO. 1252 in strict conformity with the terms and conditions set forth in the contract hereto annexed, and after a period of one year following the acceptance of the project, then this obligation shall be null and void, otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, all court costs, expenses, and all reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

Approved as to form:

By _____	By _____	By _____
COUNTY COUNSEL	*SURETY <u>Attorney-In-Fact</u>	CONTRACTOR
PLACER COUNTY	(Signature must be notarized)	(Signature must be notarized)

Date _____	Date _____	Date _____
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Address of Surety: \_\_\_\_\_

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# STATE OF CALIFORNIA MINIMUM WAGE RATES

See the State of California Department of Industrial Relations Web site, <https://www.dir.ca.gov> for current rates.

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